

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The purpose of the work session will be to discuss the form based code regarding building form standards, budget and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, May 7, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held April 11, 2013

PUBLIC HEARINGS:

7:10 Miscellaneous Amendments to the Zoning, Subdivision and Sign Ordinances

7:30 Update to the City's Trails Master Plan, and Element of the General Plan

7:45 Local Consent for "SteelFist Fight Night" Temporary Beer Permit

SUMMARY ACTION:

7:50 Minute Motion Approving Summary Action List

1. Approval of Minutes from April 16, 2013
2. Agreement to Purchase 10 More Street Lights from Rocky Mountain Power
3. Lease of Mini Excavator - Wheeler Machinery
4. Resolution to Change Personnel Policy for 24-hour Shift Firefighter Personnel
5. Wetland Study – Frontier Corporation USA
6. CDBG Agreement for Sessions Building

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

7:55 Resolution Adopting the Tentative Budget for Fiscal Year 2014

PRESENTATION OF PETITIONS AND REQUESTS:

8:00 URPA Recognition

GOVERNING BODY REPORTS:

8:05 City Manager Report

1. Police and Fire Monthly Reports for March
2. All Vote by Mail Election
3. Soccer/Baseball Revenue
4. Regulating Plan Update

8:15 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

DATED this 2nd day of May, 2013.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Council Member Cindy Roybal give the invocation/opening comments to the meeting and it is requested that Council Member John Bilton lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

S U B J E C T: Executive Summary for Planning Commission held April 11, 2013

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: May 7, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
APRIL 11, 2013

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on April 11, 2013 [note: five commissioners attended the meeting— Brett Anderson, Brad Dutson, Michael Nilson, Mack McDonald and Alternate Rebecca Wayment]:

1. Farmington City – (Public Hearing) – The City is requesting a recommendation of approval for miscellaneous Zoning, Subdivision, and Sign Ordinance Text Amendments. (ZT-1-13)

Voted to recommend for approval amendments 1, 2, & 3 and table amendment 4 for further review: Vote: 5-0

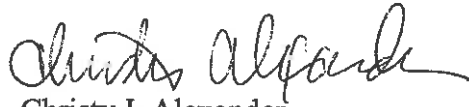
2. Scott Balling – Applicant is requesting Preliminary Plat approval for the Kestrel Bay Townhomes PUD subdivision located at approximately 123 West 620 South on .775 acres and consisting of 11 units located in an R-8 (PUD) zone. (S-11-12)

Voted to approve, Vote: 5 – 0

3. Farmington City – (Public Hearing) – The City is requesting a recommendation of approval for an update to the City's Trails Master Plan which is an element of the General Plan. (M-4-13)

Voted to recommend for approval, Vote: 5 – 0

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Christy Alexander", written in a cursive style.

Christy J. Alexander
Associate City Planner

Review & Concur

A handwritten signature in black ink, appearing to read "Dave Millheim", written in a cursive style.

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

PUBLIC HEARING: Miscellaneous Amendments to the Zoning, Subdivision and Sign Ordinances

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the enclosed enabling legislation approving miscellaneous amendments to the Zoning, Subdivision and Sign Ordinances.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: May 7, 2013

SUBJECT: **APPROVAL OF MISCELLANEOUS AMENDMENTS TO THE ZONING, SUBDIVISION, & SIGN ORDINANCES**

RECOMMENDATION

1. Hold the Public Hearing.
2. Approve the enclosed enabling legislation approving miscellaneous amendments to the Zoning, Subdivision, and Sign Ordinances.

BACKGROUND

The updates to the Ordinances included with this proposal include 1) amending the 25% lot coverage standard for lots less than ½ acre in the AE, A, and AA zones; 2) moving the word “or” from the end of iii to the end of ii in Section 12-6-170(k) and deleting paragraph iv regarding surety bonds; and 3) adding the words “not commercial business” to Section 15-2-110(17).

The Planning Commission voted unanimously to recommend these amendments for approval on April 11, 2013. Please see the attached Planning Commission Staff Report for findings and applicable ordinances.

1) Lot Coverage Ratio in the AE Zone.

In conjunction with a large annexation which occurred in west Farmington in the early 1990s, the City created an AE (Agriculture Estate) zone and paired it within the same chapter as an already existing A zone (Chapter 10). The minimum lot size for the A zone was 1 acre, but the minimum lot size for the AE zone was ½ acre. Despite its smaller lot size (consistent with some east Farmington zones), the City applied many of the same standards indicative of the A zone to the AE zone. Nevertheless, the AE zone is similar in many ways to some of the single family residential zones set forth in Chapter 11. One standard in the AE zone that the Planning

Commission may choose to modify is the lot coverage ratio (see below). To better illustrate this issue, staff will present a specific lot coverage request by a property owner at the meeting.

CHAPTER 10

AGRICULTURAL ZONES

11-10-040 Lot and Setback Standards

(2) Lot coverage: Not more than twenty-five percent (25%) of the gross area of a lot shall be covered by the main building, accessory buildings, or other structures in the ~~A-and AE-zones~~ and lots greater than 0.75 acres in size in the AE zone, and not more than ten percent (10%) of the gross area of a lot for the AA zone. On lots less than .75 acre in size the lot coverage requirements for accessory buildings and structures set forth in Chapter 11 of this Title shall apply. [see below]

CHAPTER 11

SINGLE-FAMILY RESIDENTIAL ZONES

11-11-060 Accessory Buildings and Structures.

(a) Accessory buildings, except those listed in Subsection (b), shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

(b) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.

(c) A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front and side setbacks are provided as specified in Section 11-11-050, and the rear setback is specified in Section 11-11-060(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

(d) On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

2) Surety Bonds in the Subdivision Ordinance.

Section 12-6-170(k) lists Security Bonds as an acceptable form of bond. The City Manager and City Attorney have counselled that these are not very good bonds to have to call on if a developer does not finish his/her duties with construction of improvements. This section should be amended as follows:

CHAPTER 6

MAJOR SUBDIVISIONS

12-6-170 Security Bond - Subdivider.

Prior to recordation of a final plat, the Subdivider shall install all required public improvements or shall enter into a security bond agreement acceptable to the City to insure completion of all public improvements required to be installed in the subdivision. The bond agreement shall be in a form and contain such provisions as approved by the City Attorney. The bond agreement shall include, but not be limited to, the following:

- (k) The bond agreement shall be one of the following types as dictated by the City:
 - (i) A Cash Bond Agreement accompanied by a cashier's check or a money market certificate made payable only to the City;
 - (ii) An Escrow Bond Agreement and an escrow account with a financial institution federally insured; **or**
 - (iii) A Letter of Credit Bond Agreement accompanied by an irrevocable letter of credit with a financial institution federally insured. ~~;~~ **or**
 - ~~(iv) A Surety Bond Agreement executed by an acceptable bonding company authorized to do business in the State of Utah guaranteeing completion of all improvements required by the City.~~

3) Exempt Signs.

Section 15-2-110(17) does not reference whether the exempt signs for special events are for commercial business or other. (Exempt signs are exempt from the permit requirements of the ordinance but shall be in conformance with all other provisions). This section should be amended as follows:

CHAPTER 2

ADMINISTRATION OF REGULATIONS

15-2-110 Exempt Signs

(17) Signs for a short term event shall be exempt from the provisions of this chapter. Such signs may include notices for garage sales, lost and found notices, etc. Such signs shall not be placed more than 24 hours before the event, shall be removed immediately following the event, and shall be limited to not more than four (4) signs per event, **"not for commercial business."**

Respectively Submitted

A handwritten signature in black ink, appearing to read "Christy Alexander", with a long horizontal flourish extending to the right.

Christy J. Alexander
Associate City Planner

Review and Concur

A handwritten signature in black ink, appearing to read "Dave Millheim", with a long horizontal flourish extending to the right.

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2013 -

AN ORDINANCE AMENDING OR ENACTING SECTIONS 11-10-040(2), 12-6-170(k)(ii) and 12-6-170(k)(iii), AND 15-2-110(17) OF THE FARMINGTON CITY ZONING, SUBDIVISION, AND SIGN ORDINANCES (ZT-1-13).

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Sections 11-10-040(2), 12-6-170(k)(ii) and 12-6-170(k)(iii), and 15-2-110(17) of the Farmington City Zoning, Subdivision, and Sign Ordinances were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. Sections 11-10-040(2), 12-6-170(k)(ii) and 12-6-170(k)(iii), and 15-2-110(17) of the Farmington City Municipal Code are hereby amended to read as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 7th day of May, 2013.

FARMINGTON CITY

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

1) TITLE 11 - CHAPTER 10

AGRICULTURAL ZONES

11-10-040 Lot and Setback Standards.

(12) Lot coverage: Not more than twenty-five percent (25%) of the gross area of a lot shall be covered by the main building, accessory buildings, or other structures in the ~~A and AE~~ zones and lots greater than 0.75 acres in size in the AE zone, and not more than ten percent (10%) of the gross area of a lot for the AA zone. On lots less than .75 acre in size the lot coverage requirements for accessory buildings and structures set forth in Chapter 11 of this Title shall apply.

2) TITLE 12 - CHAPTER 6

MAJOR SUBDIVISIONS

12-6-170 Security Bond - Subdivider.

Prior to recordation of a final plat, the Subdivider shall install all required public improvements or shall enter into a security bond agreement acceptable to the City to insure completion of all public improvements required to be installed in the subdivision. The bond agreement shall be in a form and contain such provisions as approved by the City Attorney. The bond agreement shall include, but not be limited to, the following:

- (k) The bond agreement shall be one of the following types as dictated by the City:
 - (i) A Cash Bond Agreement accompanied by a cashier's check or a money market certificate made payable only to the City;
 - (ii) An Escrow Bond Agreement and an escrow account with a financial institution federally insured; ~~or~~
 - (iii) A Letter of Credit Bond Agreement accompanied by an irrevocable letter of credit with a financial institution federally insured. ~~;~~ ~~or~~
 - ~~(iv) A Surety Bond Agreement executed by an acceptable bonding company authorized to do business in the State of Utah guaranteeing completion of all improvements required by the City.~~

3) TITLE 15 - CHAPTER 2

ADMINISTRATION OF REGULATIONS

15-2-110 Exempt Signs.

(17) Signs for a short term event shall be exempt from the provisions of this chapter. Such signs may include notices for garage sales, lost and found notices, etc. Such signs shall not be placed more than 24 hours before the event, shall be removed immediately following the event, and shall be limited to not more than four (4) signs per event, **“not for commercial business.”**



Planning Commission Staff Report April 11, 2013

Item 3: Miscellaneous Zoning, Subdivision & Sign Ordinance Amendments

Public Hearing:	Yes
Application No.:	ZT-1-13
Property Address:	NA
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	Farmington City
Agent:	Farmington City

Request: *Applicant is requesting a recommendation of approval of amendments to the Zoning & Subdivision & Sign Ordinance.*

Background Information

The updates to the Zoning Ordinance included with this proposal include 1) amending the 25% lot coverage standard for lots less than ½ acre in the AE, A, and AA zones; 2) moving the word “or” from the end of iii to the end of ii in Section 12-6-170(k) and deleting paragraph iv regarding surety bonds; 3) adding the words “not commercial business” to 15-2-110(17); and, 4) removing the word “required” from Section 11-28-160 and 11-32-103 (and amending other open storage language in residential zones.

1) Lot Coverage Ratio in the AE Zone.

In conjunction with a large annexation which occurred in west Farmington in the early 1990s, the City created an AE (Agriculture Estate) zone and paired it within the same chapter as an already existing A zone (Chapter 10). The minimum lot size for the A zone was 1 acre, but the minimum lot size for the AE zone was ½ acre. Despite its smaller lot size (consistent with some east Farmington zones), the City applied many of the same standards indicative of the A zone to the AE zone. Nevertheless, the AE zone is similar in many ways to some of the single family residential zones set forth in Chapter 11. One standard in the AE zone that the Planning Commission may choose to modify is the lot coverage ratio (see below). To better illustrate this issue, staff will present a specific lot coverage request by a property owner at the meeting.

CHAPTER 10

AGRICULTURAL ZONES

11-10-040 Lot and Setback Standards

(2) Lot coverage: Not more than twenty-five percent (25%) of the gross area of a lot shall be covered by the main building, accessory buildings, or other structures in the ~~A and AE-zones~~ and lots greater than 0.75 acres in size in the AE zone, and not more than ten percent (10%) of the gross area of a lot for the AA zone. On lots less than .75 acre in size the lot coverage requirements for accessory buildings and structures set forth in Chapter 11 of this Title shall apply. [see below]

CHAPTER 11

SINGLE-FAMILY RESIDENTIAL ZONES

11-11-060 Accessory Buildings and Structures.

(a) Accessory buildings, except those listed in Subsection (b), shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

(b) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.

(c) A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front and side setbacks are provided as specified in Section 11-11-050, and the rear setback is specified in Section 11-11-060(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

(d) On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

2) Surety Bonds in the Subdivision Ordinance.

Section 12-6-170(k) lists Security Bonds as an acceptable form of bond. The City Manager and City Attorney have counselled that these are not very good bonds to have to call on if a developer does not finish his/her duties with construction of improvements. This section should be amended as follows:

CHAPTER 6

MAJOR SUBDIVISIONS

12-6-170 Security Bond - Subdivider.

Prior to recordation of a final plat, the Subdivider shall install all required public improvements or shall enter into a security bond agreement acceptable to the City to insure completion of all public

improvements required to be installed in the subdivision. The bond agreement shall be in a form and contain such provisions as approved by the City Attorney. The bond agreement shall include, but not be limited to, the following:

- (k) The bond agreement shall be one of the following types as dictated by the City:
 - (i) A Cash Bond Agreement accompanied by a cashier's check or a money market certificate made payable only to the City;
 - (ii) An Escrow Bond Agreement and an escrow account with a financial institution federally insured; **or**
 - (iii) A Letter of Credit Bond Agreement accompanied by an irrevocable letter of credit with a financial institution federally insured. ~~or~~
 - ~~(iv) A Surety Bond Agreement executed by an acceptable bonding company authorized to do business in the State of Utah guaranteeing completion of all improvements required by the City.~~

3) Exempt Signs.

Section 15-2-110(17) does not reference whether the exempt signs for special events are for commercial business or other. (Exempt signs are exempt from the permit requirements of the ordinance but shall be in conformance with all other provisions). This section should be amended as follows:

CHAPTER 2

ADMINISTRATION OF REGULATIONS

15-2-110 Exempt Signs

(17) Signs for a short term event shall be exempt from the provisions of this chapter. Such signs may include notices for garage sales, lost and found notices, etc. Such signs shall not be placed more than 24 hours before the event, shall be removed immediately following the event, and shall be limited to not more than four (4) signs per event, **"not for commercial business."**

4) Open Storage in Residential Zones.

A "required yard" is that area within the minimum setback, which minimum setback is prescribed by ordinance [note: a setback is that distance from a building to the property line]. Meanwhile, a "yard" is that area of the entire setback. For example, if a main building is set back 60 feet from the property line and the minimum setback is 30 feet, the "required yard" is that area encompassing the first 30 feet of the "yard", but said "yard" includes the entire 60 feet. Using this as an example, Section 11-28-160 of the Zoning Ordinance as written prevents one from storing junk in the required yard (ie. the first 30 feet), but allows one to store junk in that area of the yard between 30 and 60 feet. The ordinance should be amended as follows:

CHAPTER 28

SUPPLEMENTARY AND QUALIFYING REGULATIONS

11-28-160 Open Storage in Residential Zones.

No ~~required~~ yard in a residential zone shall be used for the storage of junk, building materials (including used lumber or metal), refuse, debris, ~~obsolete disabled, damaged,~~ or abandoned vehicles (whether awaiting repair or not), salvage, or equipment. All such materials shall be stored completely within an enclosed building. Except as otherwise permitted by this Ordinance, all open storage of goods, products, or materials shall be enclosed by a solid opaque design wall, fence or hedge, not more than eight (8) feet in height. Materials stored outdoors in such open storage areas shall not exceed the height of the wall or fence, provided that licensed and operable vehicles used in conjunction with the authorized principal use of the property may be stored within the enclosed area.

CHAPTER 32

OFF-STREET PARKING, LOADING, AND ACCESS

11-32-103 (5) Parking in Front Yard.

No portion of a ~~required~~ front yard shall be used for parking except for the paved driveway area. No portion of a ~~required~~ front yard, other than driveways leading to a garage or properly designated parking space, shall be paved or graveled so as to encourage or make possible the parking of vehicles thereon.

Suggested Motion:

Move that the Planning Commission recommend approval of the proposed amendments to the Zoning, Subdivision, and Sign Ordinance as set forth in the April 11, 2013 staff report.

Findings:

1. Changes lot coverage ratio more consistent with actual lot sizes found in the AE zone.
2. Security Bonds are not a very good bond source to track or pull money from in case a developer neglects his/her duties.
3. Resolves an error by providing the correct reference to mean that special events are not for commercial business.
4. Prevents open storage in all residential yards, not just required yards.
5. Prevents parking cars in front yards except on driveways and designated parking spaces.

Applicable Ordinances

1. Title 11, Chapter 10—Agriculture Zones
2. Title 11, Chapter 11—Single Family Residential Zones
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 15, Chapter 2 – Administration of Regulations
5. Title 11, Chapter 28 – Supplementary and Qualifying Regulations
6. Title 11, Chapter 32 – Off-Street Parking, Loading, and Access

Balling Engineering
Civil Engineering * Surveying * Planning
828 N. Fager Lane Phone: (801) 225-7237
Provo, Utah 84014 Fax: (801) 225-0419

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

PUBLIC HEARING: **Update to the City's Trails Master Plan, and Element of the General Plan**

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the enclosed enabling legislation approving the proposed update to the Farmington City Trails Master Plan, an element of the General Plan.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: May 7, 2013

SUBJECT: **APPROVAL OF AN UPDATE TO THE CITY'S TRAILS MASTER PLAN, AN ELEMENT OF THE GENERAL PLAN**

RECOMMENDATION

1. Hold the Public Hearing.
2. Approve the enclosed enabling legislation approving the proposed update to the Farmington City Trails Master Plan, an element of the General Plan.


BACKGROUND

This is the formal recommendation of the proposed amendments to the Trails Master Plan that will be presented to the City Council for adoption. George Chipman and/or Staff will be presenting the proposed amendments at the May 7th City Council meeting during the regular session and will be providing further information regarding the specific amendments to the City's Trails Master Plan. The enclosed 2013 map highlights the existing trails as well as shows dotted lines where future trails are proposed. The last update to the Trails Master Plan occurred in 2006 and therefore is due for another update. Attached to this report is both the 2006 map and the proposed 2013 amended map. The Planning Commission voted unanimously to recommend these amendments for approval on April 11, 2013.

Respectively Submitted


Christy J. Alexander
Associate City Planner

Review and Concur


Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: George G. Chipman, Farmington Trails Committee Chair

Date: April 27, 2013

SUBJECT: 20-Year Trails Master Map Update

RECOMMENDATIONS

1. Greg Tanner will present proposed additions to the City 20-Year Trails Master Map.

BACKGROUND

The City has a 20-Year master plan for the non-motorized trails within the City. This helps in planning for the future and allows the trail system to develop in a controlled manner to achieve the end goal of a quality trail system for the benefit of the residents. This also allows planners to take advantage of favorable opportunities for trail development when they arise.

This master planning approach has been in use since 1998 and is a key reason Farmington now has one of the best trail systems in the State. Continued support of an on-going 20-year master plan is encouraged.

Every few years this master plan needs to be updated so the planning continues to include the next twenty years to come. It has been several years since the plan was updated. The proposed changes have been presented to and approved by the Farmington Planning Commission and now are to be shown to the Farmington City Council.

Respectfully submitted,

George G. Chipman
FTC Chair

FARMINGTON CITY, UTAH

ORDINANCE NO. 2013 -

**AN ORDINANCE AMENDING THE TRAILS MASTER PLAN
AN ELEMENT OF THE FARMINGTON CITY
COMPREHENSIVE GENERAL PLAN.**

WHEREAS, the City has determined that to promote the orderly growth of the City, and to promote the health, safety and general welfare of the residents of the City, the Trails Master Plan, an existing element of the Farmington City General Plan, should be amended to add and/or modify seven trail segments; and

WHEREAS, the Farmington City Trails Committee has prepared the proposed amendments/modification to the Trails Master Plan; and

WHEREAS, the Farmington City Planning Commission has reviewed the amendments/modifications to the Trails Master Plan and has recommended that said amendments/modifications should be incorporated as part of the General Plan of the City as set forth herein and has held all appropriate public hearings before the Planning Commission in accordance with Utah law to obtain public input regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council has reviewed the proposed Trail Master Plan amendment recommended by the Planning Commission and has held all appropriate public meetings in accordance with Utah law regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council desires to amend/modify the proposed Trail Master Plan, as an element of the Farmington City Comprehensive General Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. The Farmington City Trails Master Plan, an element of the Farmington City General Plan, is hereby amended by adding and/or modifying seven trail segments, which are illustrated and attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 2. Severability. If any section, subsection, clause, sentence or portion of this Ordinance is declared, for any reason, to be unconstitutional, invalid, void or unlawful, such decision shall not affect the validity of the remaining portions of the Ordinance and such remaining portions shall remain in full force and effect.

Section 3. Omission not Waiver. The omission to specify or enumerate in this Chapter those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 7th day of May, 2013.

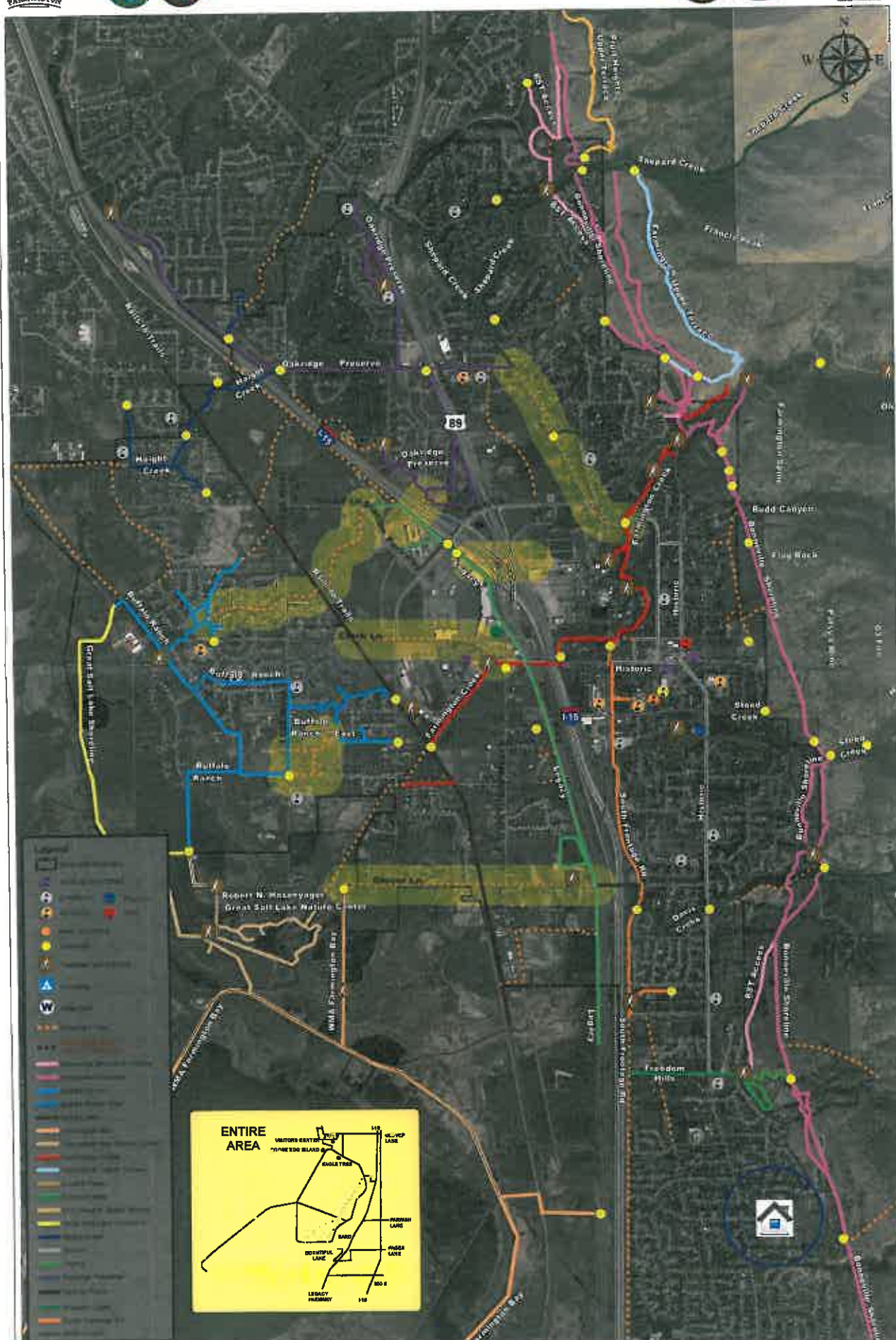
FARMINGTON CITY

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"





Planning Commission Staff Report

April 11, 2013

Item 5: Trails Master Plan Amendments

Public Hearing:	Yes
Application No.:	M-4-13
Property Address:	City Wide
General Plan Designation:	Trails Master Plan
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	NA
Agent:	Farmington City

Request: Request for a recommendation of a proposed update to the Farmington City Trails Master Plan, an element of the General Plan.

Background Information

This agenda item is the formal recommendation of the proposed amendments to the Trails Master Plan that will be presented to the City Council for adoption. The item is scheduled to be presented to the City Council in one of their May meetings after the Planning Commission has made their recommendation and a public hearing will be scheduled for that City Council meeting as well.

George Chipman and/or Staff will be presenting the proposed amendments at the Planning Commission meeting during the regular session and will be providing further information regarding the specific amendments to the City's Trails Master Plan. The enclosed map highlights the existing trails as well as shows dotted lines where future trails are proposed. The last update to the Trails Master Plan occurred in 2006 and therefore is due for another update.

Suggested Motion

Move that the Planning Commission recommend approval of the proposed amendments to the City's Trails Master Plan.

Supplemental Information

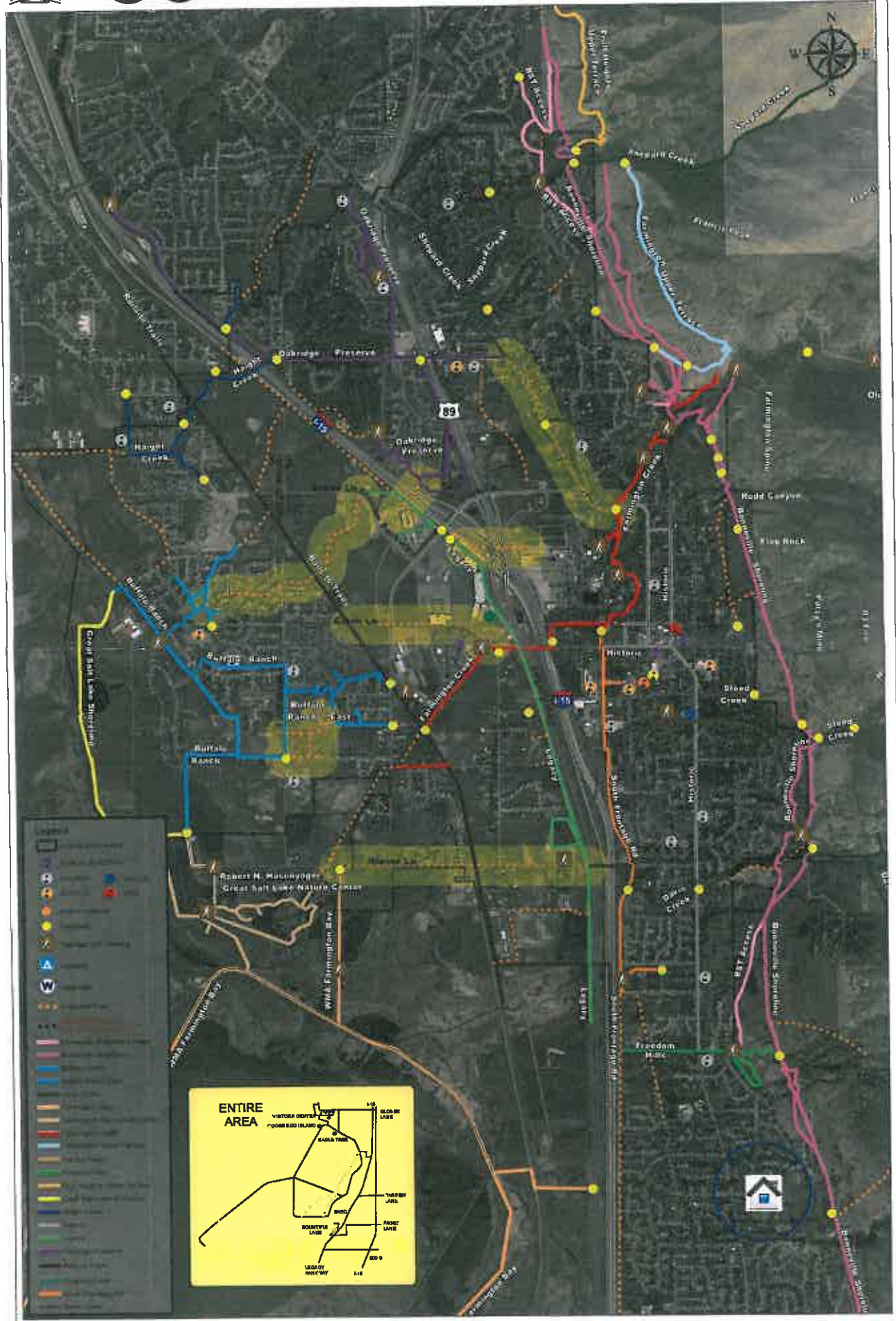
1. City Trails Master Plan Map (2013 Update)
2. City Trails Master Plan Map (2006 Update)

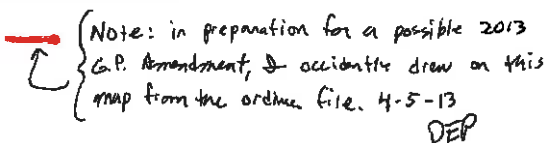
Applicable Ordinances

1. Farmington City General Plan
2. Farmington City Trails Master Plan



Farmington City Trails Master Plan





CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

PUBLIC HEARING: *Local Consent for “SteelFist Fight Night” Temporary Beer Permit*

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the Local Consent forms for the State of Utah Event Permit
 “Temporary Beer” for SteelFist Fight Night LLC.

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 26, 2013

SUBJECT: **Local Consent For SteelFist Fight Night LLC Event Permit
"Temporary Beer"**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Local Consent forms for the State of Utah Event Permit "Temporary Beer" for SteelFist Fight Night LLC.

BACKGROUND

SteelFist Fight Night LLC is applying to the State of Utah for an Event Permit "Temporary Beer" liquor license to allow them to sell beer at the Davis County Fairgrounds during a mixed martial arts event they will hold there on June 1, 2013. In order to receive this license, they are required to get "Local Consent" from the local community. They have submitted the form for local consent which will be attached to their application to the state if approved by the Council.

Farmington City Ordinance Section 6-5-160 Processing of Application; Local Consent, requires a request in writing, a copy of their Farmington Business License, evidence of proximity to any school, church, public library, playground or park, and a floor plan showing where they will keep, store and sell liquor. The required information has been provided.

The application was reviewed by Chief Hansen, and he had no concerns about approving the application.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager

**EVENT PERMIT
"TEMPORARY BEER"
Local Consent**

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

_____, [] City [] Town [] County
Local business license authority

hereby grants its consent to the issuance of a single event permit license to:

Applicant Entity/Organization: _____

Event location address: _____
street city state zip

On the _____ day(s) of _____, _____
date month year

during the hours of _____, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
Single Event Local Consent (02/2012)

SteelFist Fight Night

To whom it may concern,

SteelFist Fight Night is a live mixed martial arts show we are the fastest growing MMA promotion in the state of Utah. We have live shows approximately every 6 weeks and have competed in several venues and have completed fifteen live events and over 165 fights.

Mixed martial arts is the fastest growing sport in the country it has become very well known and more people recognize the word "MMA" than ever. We have been involved in the sport for approximately 8 years from competing, training, management and promotions. We run a well organized live show as well as we can be found on TV Sunday evenings at 9:30pm on My Utah KMYU channel 12 or 22.

We are applying for a special event beer only license for the Legacy Events Center located in Farmington for Saturday June 1st. Our plans are to have one or two ID & Wrist banding stations as you enter into the venue for anyone that is interested in consuming beer. First they will show ID then they will be fitted with a wristband that says 21+ that way they are easily identifiable when they go to purchase a beer.

We are planning on having only two locations where you can buy beer. One located upstairs (our General admission area) on the South-West end in a large open area where we can set up and nobody can approach from behind us and a second one on the lower level (Rodeo Grounds) or what will be our VIP area.

We plan on using Budweiser who is a sponsor of the show to distribute the product if they are available and if not we will pursue licensed bartenders and store product in a closed type cooler in a way that it can only be handled by those in charge.

We are sanctioned by the Utah State Athletic commission and they regulate & over see the show and fighters to be sure there is a fun but safe environment for everyone, we have the lead commissioner and several of his under hands present at every show that are easily identifiable by their state issued shirts.

In addition to the two off duty officers in the venue we generally provide 6+ additional security people to help insure any issues are kept to a minimum.

Thank you for your time and consideration!

SteelFist Fight Night

Co-Owner

Kevin Patton

801-637-7063

Kevin@steelfistfight.com





To whom it may concern:

Authorized representatives of Farmington City, including any City Law enforcement agency, will have unrestricted right to enter the premises during the event held on June 1, 2013

Thank you

A handwritten signature in blue ink, which appears to read "Troy Speirs", is written over the printed name.

Troy Speirs

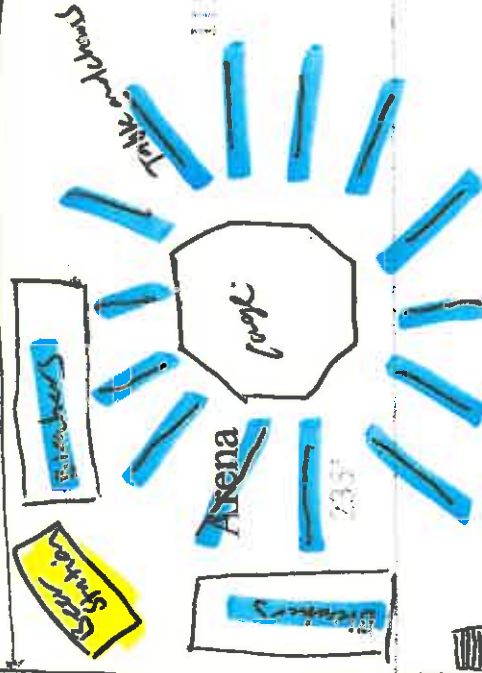
801-738-2089

troy@steelfistfight.com



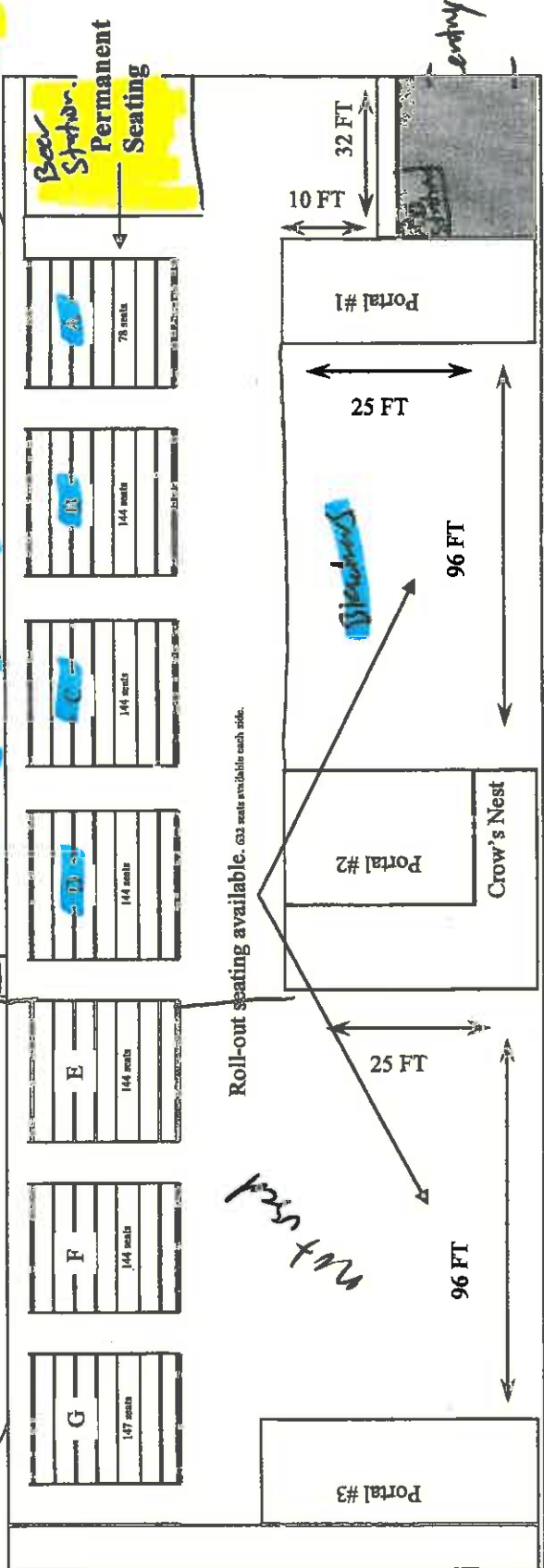
Home of the Davis County Fair!

Horse Corral



Not used

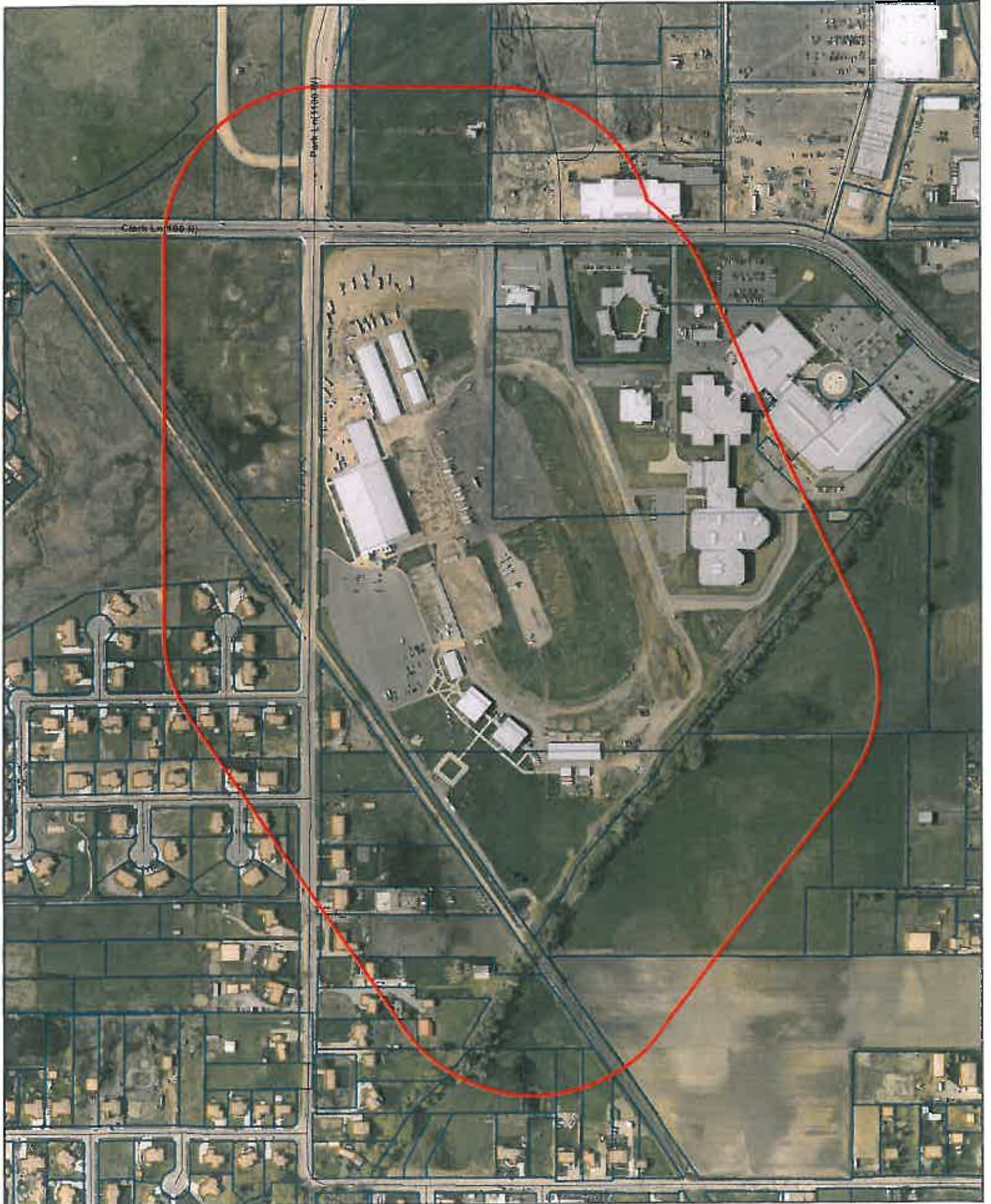
Service/Storage Area



5-6 power outlets located on each stairway wall.



Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from April 16, 2013
2. Agreement to Purchase 10 More Street Lights from Rocky Mountain Power
3. Lease of Mini Excavator - Wheeler Machinery
4. Resolution to Change Personnel Policy for 24-hour Shift Firefighter Personnel
5. Wetland Study – Frontier Corporation USA
6. CDBG Agreement for Sessions Building

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

April 16, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, Development Director David Petersen, City Engineer Paul Hirst, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Cory Ritz was excused.

UDOT Project on Park and Clark Lane

City Engineer **Paul Hirst** reported that the City and UDOT decided to delay the advertising and construction of this project until October 2013 for the following reasons:

- Design elements project wide should be modified to build-out capacity and not current traffic capacity;
- Roundabout at Clark and Park should be designed to full build-out capacity;
- Project tie-in along Park Lane must extend further to the east due to a horizontal and vertical roadway curve super-elevation;
- An amendment to the environmental document will require 6-12 weeks;

Consideration of Ordinance regarding the demolition of buildings and structures

David Petersen used Salt Lake City's Ordinance regarding the demolition of buildings and structures as a guide to rewrite Farmington City's process for demolitions. Salt Lake City has a unique criteria that requires a replacement structure for both single-family residential and commercial projects and a temporary landscape plan for commercial demolitions.

Discussion of Street Light Study

Dave Millheim said a representative from Siemens Industry, Inc. will give a presentation during the regular session, and the Council should decide whether or not the City should move forward with a full performance audit.

City Manager Report

Dave Millheim reported that the City's Historic Commission received a \$10,000 grant. He congratulated Chair **Alyssa Revel** and her committee for their efforts and said the funds will be used for various historical sites and/or markers in the City. Former City Manager **Max Forbush** will be recognized for remodeling his historic home at a dinner hosted by the Utah Department of Heritage and Arts, and **Jim Young** agreed to attend.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Cory Ritz arrived at 7:25 p.m.

CALL TO ORDER:

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Jim Young** and the Pledge of Allegiance was led by local Boy Scout **Connelly Dickerson** of Troop 144.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summaries for Planning Commission meetings held March 14 and 28, 2013

The Summaries were included in the staff report.

PUBLIC HEARINGS:

Zone Text Change and Rezone of Property (on the southwest corner of Main Street and Park Lane) from BP to CRT and an amendment to the Electronic Message Sign area related thereto

David Petersen said the Planning Commission considered three issues as they reviewed the proposed amendments: (1) is the proposed amendment reasonably necessary; (2) is it in the public interest; and (3) is it consistent with the General Plan and in harmony with the objectives and purposes of the Zoning Ordinance. The City Attorney reviewed and approved the proposal. The primary purpose of the new CRT zone is to serve as a transition area between commercial recreation uses and residential and non-commercial uses.

The Public Hearing opened at 7:12 p.m.

Nola Nielson, 607 North Main Street, said she is the only resident who owns property in the Lagoon loop, and Lagoon represents what is good in life. They are good neighbors, and for generations they have thrilled the youth and made people happy. The sign will not bother her, and it will help Lagoon.

Jessica Platt, 510 North 200 West, Apt. C said she is in favor of the sign. She has spent time learning about it and feels that it will be an asset for Lagoon and the City.

Katharine Kregel, 625 North Main Street, has only been a Farmington resident for a short time, but she has no problem with the sign.

Adam Leishman, 254 East 200 South, works for Lagoon will be creating the content for this sign. Lagoon wants to be a good neighbor, and they plan to operate this sign respectfully. He thanked the Council for their consideration and said staff has been strict but

helpful during this process. There are many objectionable electronic signs in the valley, but Farmington's ordinance has been set up to eliminate that risk by creating parameters for illumination, operational hours, motion and animation. Lagoon will be able to change messages easily without being offensive to neighbors.

The Public Hearing closed at 7:15 p.m.

Mayor Harbertson thanked Lagoon for their patience during this process and said this new sign will benefit both Lagoon and Farmington City.

Motions:

Jim Young made a motion to adopt the Ordinance 2013 repealing Chapter 21 of the Zoning Ordinance titled "Special Use Restricted (SR)" and enacting a new Chapter 21 "Commercial Recreation Transition (CRT)" of the same title. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Roybal, Talbot** and **Young**.

John Bilton made a motion to approve the Ordinance amending the Zoning Map to show a change of zone for property located at 653 North Main Street (0.99875 acres) from BP to CRT. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Roybal, Talbot** and **Young**.

John Bilton made a motion to approve the Ordinance amending the electronic message sign area as set forth in the Farmington City Sign Ordinance to include property located at 653 North Main Street (0.99875 acres). **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Roybal, Talbot** and **Young**.

Findings:

1. Based on a demonstration by YESCO (1-31-13) and the standards adopted as part of recent amendments to the Sign Ordinance, an Electronic Message sign is reasonably appropriate at this location.
2. Other areas on the periphery of the existing CR zone are also appropriate for the CRT zone if the City chooses to rezone these areas in the future.
3. The expansion of the Electronic Message Sign area to include the proposed CRT zone implies that this sign area may be appropriate for this zone but not for other non-CRT zones with office uses, or the potential for office uses.
4. Business and professional offices are a conditional use in the CRT zone, and this use is consistent with the text and the land use designation of O/BP (Office/Business Park) of the General Plan for the southwest corner of Park Lane and Main Street.

Cory Ritz arrived at the meeting at 7:25 p.m.

Consideration of Ordinance regarding the demolition of buildings and structures

The Public Hearing opened at 7:26 p.m. There were no comments, and it closed at 7:26 p.m.

Jim Talbot made a motion to adopt the Ordinance enacting Section 11-28-230 and definitions in 11-2-020 and amending Chapter 39 (Historic Buildings and Sites) regarding the demolition of buildings and structures as set forth in the Zoning Ordinance and with the following amendments: Edit, address, and define the landscaping issue on page 3, paragraph 2 and correct two typographical errors on page 3. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

Findings:

1. The Ordinance promotes the public welfare by maintaining the integrity and continuity of the urban fabric and economic vitality;
2. It establishes standards and an orderly and predictable process for the demolition of buildings and structures in Farmington;
3. It ensures that demolitions occur safely;
4. Utilities and other infrastructure will be better protected from damage during demolition;
5. It provides for enforcement of timely completion of the demolition and for improvement of property following demolition to ensure the site is not detrimental to the use and enjoyment of surrounding property;
6. The City avoids demolition, or partial demolition, of buildings and structures in a manner that disrupts the character and development pattern of established neighborhood and business areas, which is in the public interest, by:
 - a. Requiring existing buildings to be maintained in a habitable condition until replaced by new construction, except as otherwise permitted by ordinance;
 - b. Stopping the demolition of existing structures until a complete building permit application is submitted (or in some cases issued) for new construction, except as otherwise provided by the ordinance; and
 - c. Avoiding the creation of vacant demolition sites with minimal or no landscaping or other improvements.

NEW BUSINESS:

Discussion of temporary revision to the Miss Farmington Pageant

Parks & Recreation Director **Neil Miller** said there are only 3 contestants for Miss Farmington this year. There is a provision in the contract with the Miss Utah Board which allows a pageant to remain part of the Miss America program without holding a traditional pageant. The Parks Department's proposal includes three areas of competition: talent, interview, and essay. The three contestants will be scored by judges in each of the areas, and the person with the highest overall score will become Miss Farmington. The Council approved the proposal and thanked the Parks Department for their efforts.

Discussion of Street Light Study

Siemens Industry Inc. representative **Mark Cram** said they could help Farmington save energy and reduce the operation and maintenance costs of its 901 light poles. In 2010 legislation was passed to allow public agencies to enter into energy contracts without the need

for capital expenditures. Benefits include long-term savings in both costs and energy, uniform and consistent lighting throughout the City, reduced maintenance expenses, a longer fixture lifespan, and improved night-time visibility, safety, and security. Farmington's annual energy and maintenance expenses are \$81,000, and the estimated annual savings with this plan would be between \$49,000 and \$52,000. Following a brief discussion, the Council authorized gave their approval for Siemens to perform an Investment Grade Audit.

Facility Use Agreement with Farmington Area Baseball League (FABL)

Mayor Harbertson said the last contract between the City and FABL was signed in 2004 and several items are outdated. **Neil Miller** asked for approval from the Council to have the City Attorney draft a new agreement. The Council discussed related issues: a \$500 security deposit, garbage cans and trash removal, adequate lighting, dandelions, maintenance of the fields, and the use of the Community Center one time each year and authorized City staff to move forward with a new agreement.

SUMMARY ACTION

1. Approval of Minutes from the March 19, 2013 meeting
2. Ratification of Approval of Storm Water Bond Logs
3. Farmington Creek Estates Phase IV (PUD) Reimbursement Agreement
4. Improvements Agreement for Farmington Creek Estates Phase IV
5. Storm Drain Master Plan update Contract
6. License Agreement with UTA re: Denver & Rio Grande Western Railroad Corridor
7. Mow Trailer
8. Arbor Day Proclamation
9. Revocation and Abandonment of Easement – Farmington Ranches, Phase 7A

Motion:

Jim Young made a motion to approve the nine items on the Summary Action List. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- Upcoming Agenda Items, the Fire Monthly Activity Report for February, and Building Activity Reports for February and March were included in the staff report.
- The City is planning a short program at the Cemetery on Memorial Day, and he asked for suggestions for a speaker.

Mayor – Scott Harbertson

- He received a letter from W.B. Gatrell who commented on the excellent service provided by Robinson Waste Service during the last wind storm. **John Bilton** suggested that the City send a copy of the letter to Robinson Waste.
- He received a letter from residents **John & Liz Green** who live across the street from the police station, and they think the new Verizon cell tower looks great.
- THC is hosting an open house at the Park Lane Commons Apartments on April 23, 2013. Council Member **Cindy Roybal** volunteered to attend.
- The Clipper changed the procedure for 2013 Mother of the Year. Residents will make nominations until April 25, and one mother will be chosen by the City Council. The deadline for submitting a nominee is May 1st.
- **Jay Hess** agreed to be the grand marshal in the 2013 Festival Days Parade.
- He spoke with a landscape architect from MGB&A who opened his eyes as to the cost of future park property.

City Council

Jim Talbot:

- He commended staff for their clean-up work following the wind storm.

John Bilton:

- The Farmington Area Baseball League services 750 kids in Farmington. They use two City fields and share several fields with the Davis School District. He suggested that 15 garbage cans be placed on the fields near Farmington Elementary and that 5 be placed on the Knowlton fields and that several light issues be resolved. FABL is a great program that has produced many state champions.

Cory Ritz:

- Several residents have requested water for their animals in a pasture located near 1100 West, and **Dave Millheim** agreed to follow through on the request.
- There was a car accident on the bridge crossing Farmington Creek on 500 South 1100 West, and the bridge railing (jersey barriers) were pushed off to the edge which is unsafe. **Candland Olsen** said the gas company replaced the barriers.
- Several residents have complained about street cleanup near the construction area in west Farmington, and developer **Candland Olsen** said it will be cleaned up soon.

There was a 5-minute recess.

CLOSED SESSION

Motion:

At 8:30 p.m. **John Bilton** made a motion for the Council to go into a closed meeting to discuss the character and competence of an individual and potential property acquisition of real property. The motion was seconded by **Jim Talbot** and unanimously approved.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

At 8:50 p.m. a motion to reconvene into an open meeting was made by **Jim Talbot**, seconded by **John Bilton**, and unanimously approved.

ADJOURNMENT

Motion:

Jim Talbot made a motion to adjourn the meeting. **John Bilton** seconded the motion which was unanimously approved, and the meeting was adjourned at 8:50 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 26, 2013

Subject: **APPROVE AGREEMENT TO PURCHASE 10 MORE STREET LIGHTS FROM ROCKY MT POWER.**

RECOMMENDATIONS

Approve enclosed sale agreement to purchase 10 additional street lights.

BACKGROUND

Last year the County found 10 street lights that they were being charged for which are in the City that are the City's lights. Since the City already owns all of the other street lights and had purchased all that Rocky Mt Power had last year, it was decided to go ahead and purchase these 10 lights from Rocky Mt Power. The cost is \$2,090.00 for these 10 lights. It will be aid for out of street light replacements (10-600275) as there is enough budgeted to cover this additional cost.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

FARMINGTON CITY STREETLIGHTING FACILITIES PURCHASE AND SALE AGREEMENT

This FARMINGTON CITY STREETLIGHTING FACILITIES PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2013 ("Effective Date") by and between PACIFICORP, dba Rocky Mountain Power, an Oregon corporation ("Seller" or "Rocky Mountain Power"), and Farmington City, a body corporate and politic of the State of Utah ("Buyer"), with reference to the following facts:

A. Seller is engaged in the business of generating, transmitting and distributing electric energy and in connection therewith owns certain streetlighting facilities located within Buyer's annexed boundaries, as more fully described on Exhibit B, attached hereto (the "Assets").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's interests in the Assets upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

1.1.1 "Asset Purchase Price" means the sum of Rocky Mountain Power's net depreciated book cost of the Assets plus Separation Costs, and plus Transactional Costs.

1.1.2 "Separation Costs" means all reasonable costs, charges, and expenses incurred by Rocky Mountain Power to inspect and inventory the Assets, update all inventory and real estate records, and change pole number plates in the field where necessary to delineate Buyer ownership, as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.3 "Transactional Costs" means all other reasonable costs, charges, and expenses incurred by Rocky Mountain Power including without limitation: costs to obtain regulatory approval, reasonable attorney fees, appraisal costs, overheads, expenses, and supplies and all other direct costs as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.4 "Business Day" means a day that is not a Saturday, a Sunday, or a day on which banking institutions in the State of Utah are not required to be open.

1.1.5 "Governmental Body" means any federal, state, local, municipal, or other government; any governmental, regulatory or administrative agency, commission, body or other

authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal; but does not include Buyer, any Buyer subsidiary, or any of their respective successors in interest or any owner or operator of the Assets (if otherwise a Governmental Body).

1.1.6 "Knowledge" of a party shall mean with respect to such party, the extent of the actual knowledge of any Person listed on Exhibit A with respect to such party.

1.1.7 "Laws" shall mean all applicable statutes, rules, regulations, ordinances, orders, common law and their legal and equitable principles, and codes of federal, state and local governmental and regulatory authorities having jurisdiction.

1.1.8 "Licenses" shall mean registrations, licenses, permits, authorizations and other consents or approvals of Governmental Bodies.

1.1.9 "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

1.1.10 "Taxes" shall mean (i) all federal, state, county and local sales, use, property, recordation and transfer taxes, and (ii) any interest, penalties and additions to tax attributable to any of the foregoing, but shall not include income and other taxes.

1.1.11 "Affiliate" shall mean any entity that substantially controls, is substantially controlled by, or is under common control with, Seller.

ARTICLE 2. BASIC TRANSACTION

2.1 Ownership. Rocky Mountain Power shall own the Assets until the Closing Date.

2.2 Operation and Maintenance. From and after the Closing Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and shall bear all risk of loss of the Assets. Prior to the Closing Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

2.3 Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer shall purchase, and Seller shall sell, convey, assign, transfer and deliver to Buyer all its right, title and interest in all streetlighting facilities located within Buyer's annexed boundaries by way of a Bill of Sale in substantially the same form as Exhibit E attached hereto.

2.4 Actual Asset Purchase Price. The Asset Purchase Price for the Assets is Two Thousand and Ninety and no/100 Dollars (U.S.) (\$2,090.00), as more fully described on Exhibit C, attached hereto ("Break Down of Asset Purchase Price").

2.5 Excluded Liabilities and Excluded Receivables. The parties agree that liabilities and obligations of Seller not described herein as assumed liabilities are not part of the assumed liabilities, and Buyer shall not assume or become obligated with respect to any other obligation or liability of Seller or any Affiliate of Seller (collectively, "Excluded Liabilities"), including, without limitation, the liabilities and obligations described in this Section, all of which shall remain the sole responsibility of, and be discharged and performed as and when due by, Seller. In particular, Buyer shall not have any liability or obligation with respect to any of the following liabilities or obligations of Seller as the same may exist at the Closing:

2.5.1 Liabilities or obligations of Seller or its Affiliates arising from Seller's ownership, operation or use of the Assets prior to the Closing Date.

2.5.2 Subject to Section 6.2 respecting certain expenses incurred in connection with the transactions contemplated hereby, any of Seller's or its Affiliates' liabilities or obligations with respect to franchise taxes and with respect to foreign, federal, state or local taxes imposed upon or measured, in whole or in part, by the income for any period of Seller or any member of any combined or consolidated group of companies of which Seller is, are, or was at any time, a part, or with respect to interest, penalties or additions to any of such taxes, and any income, franchise, tax recapture, transfer tax, sales tax or use tax that may arise upon consummation of the transactions contemplated hereby and be due from or payable by Seller, it being understood that Buyer shall not be deemed to be Seller's transferee with respect to any such tax liability.

2.5.3 Liabilities of Seller for third party claims where the injury or damage involved occurred prior to the Closing.

2.5.4 Liabilities of Seller incurred in connection with Seller obtaining any consent, authorization or approval necessary to sell, convey, assign, transfer or deliver the Assets to Buyer hereunder.

2.5.5 Any liability of Seller representing indebtedness for money borrowed, the deferred portion of the purchase price for any of the Assets (and any refinancing thereof), or money owed for materials and/or labor relating to the Assets. With respect to such indebtedness or obligation that constitutes a lien or encumbrance upon any Asset, Seller agrees that on or prior to the Closing it shall either pay or discharge such indebtedness or obligation in full or otherwise cause such lien or encumbrance to be removed from the Asset, so that such Asset is sold, conveyed, assigned, transferred and delivered to Buyer at the Closing free and clear of such lien or encumbrance.

2.5.6 That streetlighting and joint-use-attachment revenue, due the Seller, that was earned prior to the close of the sale, whether billed or not billed, remains a receivable of the Seller and the right to receive said revenue is not transferred to the Buyer by this agreement.

2.6 Third-Party Facilities Attached to Seller's Assets. Seller has represented to Buyer that certain of the Assets have attachments owned by third parties, as more particularly set forth in Exhibit F. Seller makes no representation, warranty nor guaranty as to the compliance of

such attachments with applicable regulations. Following Closing, Buyer shall be responsible for negotiating third-party attachment rights directly with the owner(s) of the attachments.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date hereof, as follows:

3.1 Organization and Corporate Power. Seller is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Utah. Seller has all requisite power and authority to own the Assets and to perform the transaction on its part contemplated by this Agreement.

3.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby has been duly authorized by the board of directors or other applicable governing body of Seller; no other corporate act or proceeding on the part of Seller is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been duly executed and delivered by Seller, and this Agreement constitutes, and when executed and delivered, shall constitute, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the Articles of Incorporation or Bylaws or similar charter documents of Seller; (b) to Seller's Knowledge, contravene any Law presently in effect or cause the suspension or revocation of any License presently in effect, which affects or binds Seller or any of its properties, except where such contravention, suspension or revocation shall not have a Material Adverse Effect (as defined below) on the Assets and shall not affect the validity or enforceability of this Agreement; or (c) conflict with or result in a breach of or a default (with or without notice or lapse of time or both) under any material agreement or instrument to which Seller is a party or by which it or any of its properties applicable to the Assets may be affected or bound, the effect of which conflict, breach, or default, either individually or in the aggregate, would be a Material Adverse Effect on the Assets. As used herein, a "Material Adverse Effect": (a) when used with respect to the Assets, means any adverse effect on the Assets, or on the operation thereof, when taken as a whole, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances; and (b) when used with respect to an entity, such as a Seller or Buyer, means any adverse effect on the business, condition (financial or otherwise) or results of operations of such entity, when taken as a whole, or on the ability of such entity to consummate the transaction contemplated hereby, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances.

3.4 Approvals.

3.4.1 The execution, delivery and performance by Seller of this Agreement does not require the authorization, consent or approval of any non-governmental third party of such a nature that the failure to obtain the same would have a Material Adverse Effect on the Assets or the Assets substantially as they have heretofore operated.

3.4.2 The execution, delivery and performance by Seller of this Agreement does not require the authorization, consent, approval, certification, license or order of, or any filing, with, any court or Governmental Body of such a nature that the failure to obtain the same would have a Material Adverse Effect on the Assets.

3.5 Compliance with Law. To Seller's Knowledge, Seller is in compliance in all material respects with all pertinent Laws and Licenses related to the ownership and operation of the Assets, other than violations that would not, individually or in the aggregate, have a Material Adverse Effect on the ownership, use or operation of the Assets or on the ability of Seller to execute and deliver this Agreement or any other agreements contemplated hereby and consummate the transactions contemplated hereby and thereby.

3.6 Title to Property. Seller has good and defensible title to all tangible personal property included in the Assets to be sold, conveyed, assigned, transferred and delivered to Buyer by Seller, free and clear of all liens, charges, claims, pledges, security interests, equities and encumbrances of any nature whatsoever suffered or created by Seller, except for the following (individually and collectively, the "Permitted Encumbrances"): (i) the lien of current taxes not delinquent, (ii) existing licensed pole attachments of third parties, (iii) liens, charges, claims, pledges, security interests, equities and encumbrances to be discharged or released either prior to, or substantially simultaneously with, the Closing and other liens and possible minor matters that in the aggregate are not substantial in amount and do not materially detract from or interfere with the present or intended use of such property.

3.7 Litigation. Except for (a) ordinary routine claims and litigation incidental to the businesses represented by the Assets (including, without limitation, actions for negligence, workers' compensation claims and the like), and (b) proceedings before regulatory authorities there are no actions, suits, claims or proceedings pending, or to Seller's Knowledge, threatened against or affecting the Assets or relating to the operations of the Assets, at law or in equity, or before or by any Governmental Body. There is no condemnation proceeding pending or, to Seller's Knowledge, threatened against any of the Assets.

3.8 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon any agreements or arrangements or commitments written or oral, made by or on behalf of Seller.

3.9 Condition of Assets. Seller sells the Assets to Buyer "AS IS, WHERE IS, WITH ALL FAULTS." Seller hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty

of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, as of the date hereof, as follows:

4.1 Organization and Power. Buyer is a municipal government entity, and is authorized to exercise its powers, rights and privileges and is in good standing in, the State of Utah and has full power to carry on its business as presently conducted and to own or lease and operate its properties and assets now owned or leased and operated by it and to perform the transaction on its part contemplated by this Agreement.

4.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the applicable governing body of Buyer; no other governmental act or proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been, duly executed and delivered by Buyer, and this Agreement, when executed and delivered, shall constitute a valid and binding obligation of Buyer, enforceable against Buyer, in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

4.3 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the organizational documents of Buyer, (b) contravene any Law or cause the suspension or revocation of any License presently in effect, which affects or binds Buyer or any of its material properties; (c) conflict with or result in a breach of or default under any material agreement or instrument to which Buyer is a party or by which it or any of its properties may be affected or bound; or (d) conflict with, violate any provision of or result in a breach of or default of any financial obligations of Buyer including, without limitation, bonding covenants to which Buyer is subject.

4.4 Approvals.

4.4.1 The execution, delivery and performance by Buyer of this Agreement do not require the authorization, consent or approval of any non-governmental third party.

4.4.2 The execution, delivery and performance by Buyer of this Agreement does not require the authorization, consent, approval, certification, license or order of, or any filing with, any court or other Governmental Body, necessary to consummate the transaction contemplated hereby and to permit Buyer to acquire the Assets.

4.5 Condition of Assets. Buyer agrees that except for the representations and warranties expressly set forth in this agreement, the assets shall be purchased by Buyer on an

“AS IS, WHERE IS” basis and in “WITH ALL FAULTS” condition. Buyer acknowledges that Seller disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, and (c) any express or implied representation, guarantee, obligation, liability or warranty of Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

4.6 No Knowledge of Seller’s Breach. Buyer has no Knowledge of any breach of any representation or warranty by Seller or of any other condition or circumstance that would excuse Buyer from its timely performance of its obligation hereunder. Buyer shall notify Seller as promptly as practicable if any such information comes to its attention prior to Closing.

4.7 Qualified for Licenses. To Buyer’s Knowledge, Buyer is either (a) qualified to obtain any Licenses necessary for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated; or (b) exempt from any Laws requiring Licenses for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated.

ARTICLE 5. COVENANTS OF EACH PARTY

5.1 Efforts to Close; Reasonable Efforts. Subject to the terms and conditions herein provided including, without limitation, Articles 8 and 9 hereof, each of the parties hereto agrees to take all reasonable actions and to do all reasonable things necessary, proper or advisable under any Laws to consummate and make effective, as soon as reasonably practicable, the transaction contemplated hereby, including the satisfaction of all conditions thereto set forth herein. Such action shall include, without limitation, exerting their reasonable efforts to obtain the consents, authorizations and approvals of all private parties and other Governmental Bodies whose consent is reasonably necessary to effectuate the transaction contemplated hereby, and effecting all other necessary registrations and filings, including, without limitation, filings under Laws relating to the transfer, re-issuance or otherwise obtaining of necessary Licenses, and all other necessary filings with any other Governmental Bodies. Seller shall cooperate with Buyer’s efforts to obtain the requisite Licenses and regulatory consents, provided Seller shall not be obligated to incur any liabilities or assume any obligations in connection therewith. Other than Buyer’s and Seller’s obligations under Section 11.3, no party shall have any liability to the other party if, after using its reasonable commercial efforts, it is unable to obtain any consents, authorizations or approvals necessary for such party to consummate the transaction contemplated hereby. As used herein, the terms “reasonable efforts” or “reasonable actions” do not include the provision of any consideration to any third party or the suffering of any economic detriment to a party’s ongoing operations for the procurement of any such consent, authorization or approval except for the costs of gathering and supplying data or other information or making any filings, the fees and expenses of counsel and consultants.

5.2 Notification. Each party shall give the other prompt written notice, not later than five Business Days prior to the Closing, of any event, condition or fact arising prior to the Closing that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

ARTICLE 6. ADDITIONAL COVENANTS OF BUYER

6.1 Resale Certificate. Buyer agrees to furnish to Seller a Utah Tax Exemption Certificate Form TC-721 or other similar documents reasonably requested by Seller to comply with pertinent sales and use tax Laws.

6.2 Expenses. Whether or not the transaction contemplated hereby is consummated, except as otherwise provided in this Agreement, all Separation Costs and Transactional Costs shall be paid by Buyer. Notwithstanding the foregoing, any unforeseen costs not covered by the Separation Costs and Transactional Costs, shall be negotiated between the Buyer and Seller. All charges and expenses shall be settled between the parties at the Closing or promptly upon termination or expiration of further proceedings under this Agreement, or with respect to such charges and expenses not determined as of such time, as soon thereafter as is reasonably practicable.

6.3 Insurance. After the Effective Date, Buyer shall carry insurance, or shall self-insure, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with its past practices for like assets, subject to the limitations set forth in Utah Code Ann. §63G-7-604, as that statute may be applicable.

6.4 Ongoing Maintenance, Repair, or Replacement; Training of Workers. After the Closing, Buyer shall be solely responsible for the maintenance of the Assets and to perform all maintenance subject to the National Electrical Safety Code (NESC), which shall include (but not limited to), NESC Rules 410A1&2, 411A3, 411E, 420A, 420B, 420C, 420D, 420H, 420I, and 421A. Buyer has located and procured or is prepared to locate and procure on its own behalf, replacement components in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

6.4.1 Buyer has arranged or shall arrange for personnel qualified under Occupational Safety and Health Administration (OSHA) and NESC requirements to operate, maintain, and repair the Assets, and shall in no way rely on Rocky Mountain Power for such services. Buyer acknowledges the need to only utilize workers qualified as per requirements in OSHA 29 C.F.R. 1910.268 and 29 C.F.R. 1910.269 to perform maintenance on the Assets.

6.5 Energy Only Rate Schedule. The Assets purchased shall be placed on an energy-only rate schedule shown in Exhibit D, upon Closing. Buyer shall ensure that all future street lights added to Buyer's system have a means of disconnect suitable to Seller and the electrical inspection authority having jurisdiction. Buyer agrees that all connections and disconnections of the Assets from Seller's overall system shall be handled exclusively by Seller. Buyer shall provide Seller with notice of any changes to the Assets after the Closing that would affect Seller's billing arrangement with Buyer. Buyer shall comply with all of Seller's rules, regulations and requirements with respect to altering facilities and/or adding new facilities.

6.6 Notification of Change in Ownership. Within thirty (30) days following the Closing Date, Buyer shall notify all owners of real property located within Buyer's annexed city limits of Buyer's acquisition of the Assets. Such notification shall clearly: a) state that Buyer

assumes all responsibilities and liabilities in and to the Assets; and b) provide contact information to report outages or other problems. Notice need not be provided by direct mail.

ARTICLE 7. ADDITIONAL COVENANTS OF SELLER

7.1 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Buyer shall otherwise consent in writing, which consent shall not be unreasonably withheld or delayed, and except for actions taken which are required by Law or arise from or are related to the anticipated transfer of the Assets or as otherwise contemplated by this Agreement, Seller shall:

7.1.1 Operate and maintain the Assets only in the usual and ordinary course, materially consistent with practices followed prior to the execution of this Agreement;

7.1.2 Not (i) sell, lease, transfer or dispose of, or make any contract for the sale, lease, transfer or disposition of, any assets or properties which would be included in the Assets, other than sales in the ordinary course of business which would not individually, or in the aggregate, have a Material Adverse Effect upon the operations or value of Assets; (ii) incur, assume, guaranty, or otherwise become liable in respect of any indebtedness for money borrowed which would result in the Buyer assuming such liability hereunder after the Closing; (iii) delay the payment and discharge of any liability which, upon Closing, would be an assumed liability, because of the transactions contemplated hereby; (iv) encumber or voluntarily subject to any lien any Asset (except for Permitted Encumbrances); or (v) sell, lease, transfer or dispose of, to any Affiliate of Seller, any assets or properties which would be included in the Assets, or remove any such assets or property to or for the benefit of Seller or any Affiliate of any Seller;

7.1.3 Maintain in force and effect the existing material property and liability insurance policies related to the Assets;

7.1.4 Subject to Section 5.2, not take any action which would cause any of Seller's representations and warranties set forth in Article 3 to be materially false as of the Closing;

7.2 Conduct Following Closing. Seller shall take the following actions following Closing, as specified in this Section 7.2.

7.2.1 Renumbering of Purchased Poles. Within 90 days following the Closing, Seller shall physically renumber all sale poles via Seller-owned pole plates so as to indicate Buyer ownership for future tracking and billing purposes.

7.2.2 Notice to Third-Party Attachers of Change of Pole Ownership. Seller shall give abandonment notice to all known third-party attachers within thirty (30) days following Closing. A list of all known third party attachments is attached hereto as Exhibit F. Except as specifically set forth in this Section 7.2.2, Seller's responsibility with respect to the third party attachments shall conclude at Closing.

ARTICLE 8. BUYER'S CONDITIONS TO CLOSING

The obligations of Buyer to consummate the transaction contemplated with respect to the Assets shall be subject to fulfillment at or prior to the Closing of the following conditions, unless Buyer waives in writing such fulfillment.

8.1 Performance of Agreement. Seller shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

8.2 Accuracy of Representations and Warranties. The representations and warranties of Seller set forth in Article 3 of this Agreement shall be true in all material respects as to the Assets in question and as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured as of the Closing) and as of the Closing.

8.3 Approvals. All approvals, consents, authorizations and waivers from other Governmental Bodies and all approvals, consents, authorizations and waivers from other third parties (collectively "Approvals") required for Buyer to operate the Assets materially in accordance with the manner in which it was operated by Seller prior to the Closing, shall have been obtained in form and substance satisfactory to Buyer in its reasonable discretion.

8.4 No Restraint. There shall be no:

8.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided or compels or would compel Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets or any significant portion of the Assets with respect thereto as a result of the consummation of the transaction contemplated hereby;

8.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or prohibition of the consummation of the transaction contemplated hereby or seeks to compel, or such complainant's actions would compel, Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets as a result of the consummation of the transaction contemplated hereby; or

8.4.3 Action taken, or Law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Buyer if such purchase and sale were consummated; provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, Law or penalty.

8.5 Casualty; Condemnation.

8.5.1 Casualty. If any part of the Assets is damaged or destroyed (whether by fire, theft, vandalism or other casualty) in whole or in part prior to the Closing, and the fair market value of the damaged, lost or destroyed Assets or the cost of repair of the Assets that were damaged or destroyed is less than 15 percent of the aggregate Asset Purchase Price, the Seller shall, at its option, either (i) reduce the Asset Purchase Price by the lesser of the fair market value of the Assets damaged or destroyed (such value to be determined as of the date immediately prior to such damage or destruction), or the estimated cost to repair or restore the same, (ii) upon the Closing, transfer the proceeds or the rights to the proceeds of applicable insurance to Buyer, provided that the proceeds or the rights to the proceeds are obtainable without delay and are sufficient to fully restore the damaged Assets, or (iii) repair or restore such damaged or destroyed Assets. If any part of the Assets related to the Assets are damaged or destroyed (whether by fire, theft, vandalism or other cause or casualty) in whole or in part prior to the Closing and the lesser of the fair market value of such Assets or the cost of repair is greater than 15 percent of the aggregate Asset Purchase Price, then Buyer may elect to terminate this Agreement or require Seller upon the Closing to transfer the proceeds (or the right to the proceeds) of applicable insurance to Buyer and Buyer may restore or repair the Assets.

8.5.2 Condemnation. From the date hereof until the Closing, in the event that any material portion of the Assets becomes subject to or is threatened with any condemnation or eminent domain proceedings, then Buyer may, (i) if such condemnation, if successful, would not practically preclude the operation of the balance of the Assets for the purposes for which they were intended, elect to terminate this Agreement with respect only to that part which is condemned or threatened to be condemned with a reduction in the Asset Purchase Price, or (ii) if such condemnation, if successful, would practically preclude the operation of the balance of the Assets for purposes for which it is intended, elect to terminate this Agreement.

8.6 Receipt of Other Documents. Buyer shall have received all other documents, instruments and writings reasonably required to be delivered to Buyer at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Buyer reasonably requests.

8.7 Material Adverse Effect. There shall not have been an impairment of any Asset, as a result of a degradation of its physical condition, a change in Law, or provision of any approval that could reasonably be expected to have a Material Adverse Effect on the Buyer's ability to operate the Assets.

ARTICLE 9. SELLER'S CONDITIONS TO CLOSING

The obligations of Seller to consummate the transaction contemplated hereby with respect to the Assets related thereto shall be subject to the fulfillment at or prior to the Closing of the following conditions, unless Seller waives in writing such fulfillment.

9.1 Performance of Agreement. Buyer shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

9.2 Accuracy of Representations and Warranties. The representations and warranties of Buyer set forth in Article 4 of this Agreement shall be true in all material respects as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured by the Closing) and as of the Closing as if made as of such time.

9.3 Approvals. All Approvals required for Seller to consummate the transaction contemplated shall have been obtained in form and substance satisfactory to Seller affected by such Approval in its reasonable discretion.

9.4 No Restraint. There shall be no:

9.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided;

9.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or prohibition of the consummation of the transaction contemplated hereby or otherwise constrains consummation of such transaction on the terms contemplated herein; or

9.4.3 Action taken, or law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Plant and related Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Seller if such transaction were consummated;

Provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, law or penalty.

9.5 Receipt of Other Documents. Seller shall have received all documents, instruments and writings required to be delivered to Seller at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Seller reasonably requests.

ARTICLE 10. CLOSING

10.1 Closing. Subject to the terms and conditions hereof, the consummation of the transaction contemplated herein (the "Closing") shall occur at the offices of Rocky Mountain Power, 201 South Main Street, or a mutually agreeable place or places, within five Business Days after all of the conditions set forth in Article 8 and Article 9 hereof have been satisfied or waived or at such other time as the parties may agree, but in no event later than the Termination Date set forth in Section 11.1.4. The date on which the Closing actually occurs is referred to herein as the "Closing Date." At the Closing and subject to the terms and conditions hereof, the following shall occur:

10.1.1 Deliveries by Seller. Seller shall deliver to Buyer such instruments of transfer and conveyance properly executed and acknowledged by Seller in customary form

mutually agreed to by the Seller and Buyer necessary to transfer to and vest in Buyer all of Seller's right, title and interest in and to the Assets including, without limitation:

- (a) Bills of Sale and assignment in respect of the Assets;
- (b) Possession of the Assets.

10.1.2 Deliveries by Buyer. No less than two (2) Business Day prior to the Closing Date, Buyer shall deliver to Seller immediately available funds in U.S. dollars, by way of wire transfer to an account to be designated by Seller, in an aggregate amount equal to the Asset Purchase Price.

10.2 Prorations. Items of expense and income (if any) affecting the Assets and the Assumed Liabilities that are customarily pro-rated, including, without limitation, real and personal property taxes, utility charges, charges arising under leases, insurance premiums, and the like, shall be pro-rated between Seller and Buyer.

ARTICLE 11. TERMINATION

11.1 Termination. Any transactions contemplated hereby that have not been consummated may be terminated:

11.1.1 At any time, by mutual written consent of the Seller and Buyer; or

11.1.2 By either Buyer or the Seller, as the case may be, upon 30 days written notice given any time after (i) the issuance of an order by a Governmental Body in a manner that fails to meet the conditions of the terminating party set forth in Sections 8.4 or 9.4, as the case may be, or (ii) all necessary applications for approval of this Agreement by Governmental Bodies have been filed and a final order, not including any period after such order during which applications for rehearing or modification or judicial appeals or remedies are pending, has not been obtained with respect to each such Application by the Termination Date.

11.1.3 By one Party upon written notice to the other if there has been a material default or breach under this Agreement by another party which is not cured by the earlier of the Closing Date or the date 30 days after receipt by the other party of written notice from the terminating party specifying with particularity such breach or default; or

11.1.4 By either Buyer or the Seller upon written notice to the other Party, if (i) the Closing shall not have occurred by the Termination Date; or (ii) (A) in the case of termination by the Seller, the conditions set forth in ARTICLE 9 for the Closing cannot reasonably be met by the Termination Date and (B) in the case of termination by Buyer, the conditions set forth in ARTICLE 8 for the Closing cannot reasonably be met by the Termination Date, unless in either of the cases described in clauses (A) or (B), the failure of the condition is the result of the material breach of this Agreement by the party seeking to terminate. The Termination Date for the Closing shall be one year from the date of this Agreement. Such date, or such later date as may be specifically provided for in this Agreement, or agreed upon by the parties, is herein referred to as the "Termination Date." Each Party's right of termination hereunder is in addition to any other rights it may have hereunder or otherwise.

11.2 Non-Funding. If Necessary, Buyer shall request an appropriation of funds to make payments under this Agreement. If funds are not available to Buyer beyond the June 30 that immediately follows the Effective Date, this Agreement shall terminate. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement by either party and said termination shall be without any penalty, whatsoever, and no right of action for damages or other relief shall accrue to either party. If funds are not appropriated, Buyer shall, within ten (10) days of the date on which the event giving rise to the non-funding occurs, notify Seller in writing of said non-funding and the termination of this Agreement.

11.3 Effect of Termination. If there has been a termination pursuant to Section 11.1, then this Agreement shall be deemed terminated and all further obligations of the parties hereunder shall terminate, except that the obligations set forth in ARTICLE 12 shall survive. In the event of such termination of this Agreement, there shall be no liability for damages on the part of a party to another under and by reason of this Agreement or the transaction contemplated hereby except as set forth in ARTICLE 12 and except for intentionally fraudulent acts by a party, the remedies for which shall not be limited by the provisions of this Agreement. The foregoing provisions shall not, however, limit or restrict the availability of specific performance or other injunctive or equitable relief to the extent that specific performance or such other relief would otherwise be available to a party hereunder.

ARTICLE 12. SURVIVAL AND REMEDIES; INDEMNIFICATION

12.1 Survival. Except as may be otherwise expressly set forth in this Agreement, the representations, warranties, covenants and agreements of Buyer and Seller set forth in this Agreement, or in any writing required to be delivered in connection with this Agreement, shall survive the Closing Date.

12.2 Damages. Absent intentional fraud or unless otherwise specifically provided herein, in no event shall either party be liable to the other party for consequential damages, indirect damages, punitive damages, lost profits, damage to reputation, lost data, exemplary damages, or the like. Damages shall be limited to actual out-of-pocket losses actually suffered and to an aggregate limit of 100% of the Asset Purchase Price. The amount of damages shall be computed net of any related recoveries to which the damaged party is entitled under insurance policies, or other related payments received or receivable from third parties, and net of any tax benefits actually received by the party or for which it is eligible.

12.3 Indemnity by Seller. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Seller's ownership, operation or maintenance of the Assets prior to Closing; or (2) Seller's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Seller in this Agreement being untrue or inaccurate in any material respect; or (4) if the Closing occurs, the failure of Seller to pay, discharge or perform, as and when due, any of the Excluded Liabilities. Buyer shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Buyer for any such claim, suit or action which is subject to

this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.4 Indemnity by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Buyer's ownership, operation or maintenance of the Assets following Closing; or (2) Buyer's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Buyer in this Agreement being untrue or inaccurate in any material respect. Seller shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Seller for any such claim, suit or action which is subject to this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.5 Limitations on Indemnities. The indemnification obligations of Seller and Buyer shall be subject to the following limitations and qualifications:

12.5.1 The party requesting indemnification shall promptly (but in no event less than sixty (60) days) upon its discovery of facts or circumstances giving rise to a claim for indemnification, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, by any third party, give written notice thereof to the indemnifying party. The written notice shall include a copy of any third-party claim and other documents received.

12.5.2 The written notice of a claim for which indemnification is requested must be made before the second anniversary of the earlier to occur of the Closing Date or the date on which this Agreement is terminated, as the case may be.

12.5.3 In no event shall the indemnifying party be liable to the indemnified party for consequential damages, indirect damages, punitive damages, lost profits, damage to reputation, lost data, exemplary damages, or the like. Damages shall be limited to actual out-of-pocket losses actually suffered and to an aggregate limit of 100% of the Asset Purchase Price. The amount of damages shall be computed net of any related recoveries to which the indemnitee is entitled under insurance policies, or other related payments received or receivable from third parties, and net of any tax benefits actually received by the indemnitee or for which it is eligible, taking into account the income tax treatment of the receipt of indemnification.

ARTICLE 13. GENERAL PROVISIONS

13.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, (b) one (1) Business Day after having been delivered to an air courier for overnight delivery or (c) three (3) Business Days after having been deposited in the U.S. mails as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Seller, addressed to:	If to Buyer, addressed to:
Robert C. Lively Rocky Mountain Power 201 South Main Street, Suite 2300 Salt Lake City, Utah 84111 Telephone: (801) 220-4052	David Millheim City Manager, Farmington City 160 South Main Street Farmington, City 84025 Telephone: (801) 451-2383

With a copy to :
Rocky Mountain Power Legal Dept. 201 South Main Street, Suite 2300 Salt Lake City, Utah 84111 Telephone: (801) 220-4640

13.2 Attorney's Fees. In any litigation or other proceeding relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

13.3 Successors and Assigns. Buyer may assign the Agreement, and Buyer's assignee shall succeed to all rights and obligations of Buyer as if identified as Buyer in the preamble of this Purchase and Sale Agreement. In addition, Buyer may grant to its lenders a security interest in its rights under this Agreement; provided that neither the grant of any such interest, nor the foreclosure of any such interest, shall in any way release, reduce or diminish the obligations of Buyer to Seller hereunder. The rights under this Agreement shall not be assignable or transferable nor the duties delegable by Seller without the prior written consent of Buyer. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto, their permitted successors-in-interest and permitted assignees and any Person who or which is an intended beneficiary of the indemnities provided herein, any rights or remedies under or by reason of this Agreement unless so stated to the contrary.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

13.6 Entirety of Agreement; Amendments. This Agreement (including the Exhibits hereto) contains the entire understanding between the parties concerning the subject matter of this Agreement except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements,

arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement and such other documents and instruments which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto. All Exhibits attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

13.7 Construction. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive.

13.8 Waiver. The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by any party of the performance of any covenant, condition, representation or warranty of any other party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

13.9 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah. Any action or proceeding arising under this Agreement shall be adjudicated in Salt Lake City, Utah.

13.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable Law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

13.11 Consents Not Unreasonably Withheld. Wherever the consent or approval of any party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless such consent or approval is to be given by such party at the sole or absolute discretion of such party or is otherwise similarly qualified.

13.12 Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect to litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

13.13 Time Is of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The parties acknowledge that each will be relying upon the timely performance by the others of their obligations hereunder as a material inducement to each party's execution of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

BUYER:

FARMINGTON CITY, a body corporate and politic
of the State of Utah

By: _____

Name: _____

Title: Mayor or Designee

STATE OF UTAH)
 : ss.

)

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of _____, Office of Mayor, and that the foregoing instrument was signed on behalf of _____, by authority of law.

[SEAL]

NOTARY PUBLIC

Residing in _____

SELLER:

PACIFICORP, an Oregon corporation, dba
ROCKY MOUNTAIN POWER

By: _____

Name: Mark C. Moench

Title: Senior Vice President and General Counsel

FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit A

Persons With Knowledge

“Knowledge” of a party shall mean with respect to such party, the extent of the actual knowledge of the following Persons with respect to such party:

For Seller:

Robert Lively, Service Area Manager

For Buyer:

David Millheim, City Manager Farmington City

FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit B

Assets

Lamp Type	Wattage	Luminaire Type	Quantity
HPS	100	Cobra	10

FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit C

Breakdown of Asset Purchase Price

<u>Description</u>		<u>Sales Price</u>
<u>Plant In Service</u>		
373	Luminaires	\$1,373
Plant In Service		\$1,373
Income Taxes		\$31
Sale Price - Existing Assets		<hr/> \$1,404
Expenses		
Separation Costs		\$0
Estimated Sales Tax @ 0.00%		\$0
Legal/Transaction Costs		<hr/> \$686
Total Expenses		<hr/> \$686
Total Sale Price		<hr/> <hr/> \$2,090

FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit D

Energy Only Rate Schedule

Rocky Mountain Power, Electric Service Schedule No. 12, State of Utah for Street Lighting: Customer-Owned System, currently available at http://www.rockymountainpower.net/content/dam/rocky_mountain_power/doc/About_Us/Rates_and_Regulation/Utah/Approved_Tariffs/Rate_Schedules/Street_Lighting_Customer_Owned_System.pdf , as the same may be modified, amended, or superseded.

**FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT**

**Exhibit E
BILL OF SALE**

SELLER: ROCKY MOUNTAIN POWER

BUYER: FARMINGTON CITY

FOR VALUABLE CONSIDERATION totaling Two Thousand and Ninety and no/100 Dollars (U.S.) (\$2,090.00), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Farmington City, Utah ("Buyer"), pursuant to a Purchase and Sale Agreement dated as of the ____ day of _____, 2013, all of its right, title, and interest in and to all of the Assets listed on Exhibit B, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OTHER THAN THOSE EXPRESSLY SET FORTH IN SAID ASSET

DATED this ____ day of _____, 2013.

Rocky Mountain Power

By: _____

Name: Mark C. Moench

Title: Senior Vice President and General Counsel

**FARMINGTON CITY
Streetlighting Facilities
PURCHASE AND SALE AGREEMENT
Exhibit F
Third-Party Attachments**

<u>STREET</u>	<u>Joint Use Attachment</u>
None	None



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 26, 2013

Subject: **LEASE OF MINI EXCAVATOR.**

RECOMMENDATIONS

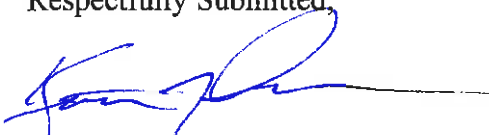
Approve 3 year lease agreement with Wheeler Machinery for a mini excavator.

BACKGROUND

Included in the FY 2013 budget was \$25,000 to be spent on a used mini excavator or to look at other options in buying one. Walt and Brad have looked around for a used machine but have not been able to find one in good enough condition. Cat now has a program similar to the backhoe lease program that we are already doing, where the City can lease a mini excavator for 3 years and then turn it back in and start the lease all over again on a new machine. The cost would be \$6,750.00 per year. This has been a very good program with the backhoes, as they are under warranty and the price per year has been inexpensive compared to ownership of a machine. This would be the same, as the cost of leasing is very reasonable and it would be under warranty.


The amount for buying a mini excavator has already been approved in the budget, this is just to approve the lease agreement. Also this would be paid for out of the water fund after this first payment.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

Wheeler



NO CHARGE AGREEMENT

4901 West 2100 South
Salt Lake City, UT 84120 (801) 974-0511

SOLD TO

FARMINGTON CITY CORP
160 S MAIN
PO BOX 160
FARMINGTON UT

SHIP TO

FARMINGTON, UT

84025-0160

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO	CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
	4/12/13	028682			01	G	201	2	1
AGREEMENT NO.	DOC. DATE	PC	LC	MC	SHIP VIA		INV SEQ NO.		
N16902	4/12/13			10	RIGHT AWAY				
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH ID NO	
AA	305.5E C3	0FKY00996				5.0		LKC00919	

RENTAL INFORMATION

CUSTOMER CONTACT: BRAD THRUGOOD

PHONE: 801 939 9285

NEW 2013 305.5E CR MINI HYD EXCAVATOR
THREE YEAR RENTAL AT \$6,750 P/YEAR; OVERTIME
RATE OF \$17.50 P/HOUR OVER 250 HOURS P/YEAR.
ATTACHED: NP011700 BUCKET, 24" HC130101898

NP011725 QUICK COUPLER 000038534

NP011629 THUMB 07JW19775

*WHEELER MACHINERY WILL SUPPLY ONE SET OF CUTTING
EDGES AND BUCKET TEETH, UNDER NORMAL OPERATING
CONDITIONS P/YEAR.

**CUSTOMER RESPONSIBILITIES:

- GREASE MACHINE EVERY TEN HOURS OF OPERATION.
- MONITOR/MAINTAIN PROPER FLUID LEVELS.
- CALL WMC EVERY 500 OPERATIONAL HOURS TO
SCHEDULE SERVICING.
- ABNORMAL TIRE WEAR, FLATS & DAMAGE.
- MACHINE DAMAGE.
- LIABILITY, THEFT AND DAMAGE INSURANCE.
- ALL WEAR ITEMS (TIRES, CUTTING EDGES, ETC.)
MUST BE 50% OR BETTER UPON RETURN.
- TO BE FULLY FUELED UPON RETURN.

CSA INCLUDED

LT

OPTION PRICE \$70000.00

Lessee is responsible for the maintenance of this equipment including
service meter while in his possession; any damage to this equipment
resulting from improper care or maintenance will be charged directly
to lessee.

TIRE CHARGE

In addition to the rental charges, lessee agrees to pay a charge, payable at the end
of the lease term, for all wear or damage to rubber tires used on the equipment.
Upon return of the equipment the rubber tires will be appraised by the lessor as to
their then condition and lessee agrees to pay for any exhaustion through tread wear,
cuts, cord separation, or any deterioration whatsoever during the use by lessee.
Any new rubber installed by lessee will be taken into account in computing usage
on the foregoing basis.

UNDERCARRIAGE

Undercarriage wear will be based on a service life of 4,000 hours. Undercarriage
components include tracks, rails, shoes, rollers, idlers, and sprockets. Charges for
accelerated wear will be assessed upon return of the equipment and lessee agrees
to pay for any excessive wear.

Standard usage is 3 hours per day, 40 hours per week, or 176 hours per month. Overtime usage is
determined by the service meter hour readings. The contract shall extend beyond the term, at the
same terms, if the lessee holds the machine over the specified term of the lease.

Lessee hereby leases the equipment described above from lessor and agrees to the rental terms and
conditions on the reverse side.

X

LESSEE - CUSTOMER SIGNATURE

LESSOR - WHEELER MACHINERY CO.

CUSTOMER

Equipment Conditions; Damages: Unless notified by Lessee in writing to the contrary within forty-eight (48) hours after receipt, the Equipment shall be conclusively presumed to be in good order and repair when shipped by Lessor and when received by Lessee. Upon timely and proper notice Lessor shall, at its expense, put the Equipment in good order and repair or provide substitute Equipment of the same or similar kind. Lessor shall not be responsible for any expenses contracted by Lessee or any repairs done to the Equipment without Lessor's prior written consent. Failure to so timely notify Lessor will constitute conditional acceptance of the Equipment and Lessee shall thereafter maintain all the Equipment in good working condition throughout the term of this lease. Except as provided hereinbefore, LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT NOR AS TO VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR JOB. In no event shall Lessor be liable to Lessee for any injury, delays or damages, consequential or otherwise, resulting from or by reason of the use or condition of said Equipment, or by reason of any failures or delays in making delivery to Lessee, or for any loss or damage to the Equipment in transit, or from strikes or other contingencies beyond its control, or from any cause whatsoever.

Repairs: Lessor agrees to provide at its own expense, labor and materials for major mechanical repairs required on the Equipment arising from normal use under the terms of this lease. Lessor shall have the right to determine what are major repairs under this provision of the lease and what repairs arise from other than normal use. Cylinder head breakage is the sole responsibility of the Lessee. All labor and materials for normal operating repairs and maintenance including, but not limited to, all expendable items such as cables, end bits, cutting edges, antifreeze, belts, filters, O rings, hoses, repairs to the electrical system, and minor adjustments to the Equipment shall be the responsibility of the Lessee. Lessor will inspect the Equipment upon its return by Lessee and invoice Lessee for any damage or abnormal wear. Lessee will pay for all fuel and oil used during the term of this lease and will MAINTAIN PROPER OIL AND COOLANT LEVELS AT ALL TIMES. Any repair required because of abuse, negligence or abnormal use including, but not limited to speeding, lack of lubrication, or maintenance of necessary fluid levels, damage resulting from lack of normal services, collision, overturning or improper operation shall be at Lessee's expense.

Maintenance, Full Value: The Lessee agrees to take good care of the Equipment, to keep the same free and clear of all liens, claims and encumbrances of any kind whatsoever, and to keep the same in good order and repair at its own expense and cost, except for major mechanical repairs as described above. If as of the end of the guaranteed rental period and any extension thereof the Equipment should be lost, destroyed, or rendered unfit for service, or not returned, the Lessee shall thereupon be obligated to pay Lessor the full value thereof, together with interest thereon at the rate of twenty-four percent (24%) per annum from that date until the said sum is paid, less a reasonable and fair credit as determined by Lessor for the lease payments theretofore made. The Lessee shall not make any changes or modifications in the Equipment without written permission of Lessor.

Inspection Charges; Removal: The Lessee agrees to pay all charges for any work or inspection required by any labor union. The Lessor may, at its option, refuse to do any repair work on the Equipment in the event of strikes or for any other cause beyond its control or if such work would be a violation of a federal, state or local statute, ordinance, or regulation. The Lessor reserves the right to remove the Equipment from any job or location where it may be found if in its opinion the Equipment is likely to be damaged or immobilized for a significant period, such as in the case of strikes, flood, storms, and other such conditions. The Lessor is likewise entitled to remove the Equipment from any job or location when it is deemed necessary for the purpose of repair or inspection.

Insurance: During the term of this agreement and all subsequent such agreements, Lessee shall provide and maintain General Liability, Automobile Liability (for licensed vehicles), Worker Compensation and Physical Damage Insurance, for the amounts and limits stated below. Lessee's General and/or Automobile liability policies shall be endorsed or amended to name Wheeler Machinery Co. as Additional Insured and state that Lessee's liability is primary and not contributory in any way to insurance coverage maintained by Wheeler Machinery Co. Said coverage shall be certified to Wheeler Machinery Co. and Insurance Company in a form acceptable to Wheeler Machinery Co.

All Customers are required to have general liability insurance and physical damage insurance as outlined below:

On-Highway Construction Equipment (Licensed for use on public highways)

1. Business auto liability insurance: \$1,000,000 per occurrence
- Statutory Worker Compensation Insurance
2. Auto physical damage insurance: Full value of the vehicle.
- Specify on-highway vehicle rented or leased from Wheeler Machinery Co.
- Include coverage for hired and non-owned autos
- Name Wheeler Machinery Co. as an additional insured with primary coverage and loss payee
- Wheeler Machinery's Physical Damage Waiver is not available for trucks licensed for use on public highways.

Off-Highway Construction Equipment

1. Commercial general liability insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Statutory Workers Compensation Insurance
2. Physical damage insurance:
Full value of equipment covering:
- Rented or leased equipment using a contractors equipment floater form or comparable form
- Name Wheeler Machinery Co. as loss payee
- The physical damage insurance requirement shall not apply if customer participates in and pays for Wheeler Machinery's Physical Damage Waiver.

Indemnification: Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages, costs and liabilities arising in connection with the Equipment including, without limitation, its selection, purchase, manufacture, delivery, possession, use, operation or return and from any injury to property or to life caused in any way by the Equipment during the lease term or any extensions thereof.

Transportation Charges; Rental Period: The Lessee agrees to pay all transportation charges on the Equipment from the point of shipment to the point of operation and return therefrom or to such place as Lessor shall designate, it being understood, however, that Lessee shall be put to no greater expense for the return of the Equipment than if the Equipment were returned to Lessor's place of business in Salt Lake City, Utah. The rental period shall begin at the time when the Equipment is loaded at the shipping point for shipment to Lessee and shall cease when the Equipment is received at Lessor's place of business, or authorized alternative site.

Taxes: In the event that any sales, use or other personal property tax or assessment is hereafter levied by any public authority upon the transaction herein specified, or on the property which is the subject of this transaction, or any part thereof, then the Lessee agrees to pay any such taxes or assessments upon demand and, upon the request of Lessor, submit written proof of having done so.

Location: The Equipment shall not be used in violation of any federal, state or municipal statute, order or regulation. Lessor shall have the right to inspect the Equipment at any reasonable time. Lessee shall inform Lessor in writing prior to moving the unit to any location other than that indicated on the face of the document.

Return: Lessee agrees and guarantees that upon the termination of this lease it will promptly return the Equipment to Lessor in as good condition as when received and, if otherwise, to pay the expense of putting it in such condition, less ordinary wear incident to normal use in the hands of a competent operator. This guarantee is absolute and may not be excused by theft, vandalism, fire, weather, act of God, or any other reason whatsoever. Lessee shall be liable to Lessor for any loss of Equipment or parts, or damage to or breakage of the same during the lease term, or extension thereof.

Rental Schedule; Standard Conditions: Lessee acknowledges receipt of Lessor's current Rental Schedule and Standard Conditions which is incorporated herein by reference and made a part of this lease. In the event of a conflict or inconsistency between the terms of this lease and the terms of the Rental Schedule, the terms of this lease shall apply.

Time Of Essence: Time is the essence of this lease. Acceptance by Lessor of any late payment shall not be construed as a waiver of Lessor's right to have each subsequent payment made on the due date thereof. Similarly, the failure of Lessor to timely notify Lessee of any breach of the terms hereof shall not constitute a waiver by Lessor, of such provisions as to any subsequent breach of the same, or of any other provision hereof. All amounts due under the terms of this lease shall be due on the date of receipt of the invoice or such later date as may be specified on the invoice. Accounts not paid in full prior to the 15th day of the month when due will incur interest at the highest lawful rate.

Default, Attorney's Fees; Lien: Lessee agrees that, in the event it shall fail in the payment of rental when due or shall fail to perform any of its obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Lessee, Lessee shall be in default of this lease and Lessee shall, without notice, immediately be indebted to and hereby agrees to pay Lessor forthwith, all sums due hereunder. In the event this lease is placed by Lessor in the hands of an attorney after default for enforcement or collection, Lessee will pay all costs and expenses therefor, including a reasonable attorney's fee. In the event Lessor elects to file a notice of lien with respect to the Equipment or its use, either with or without the default of Lessee, Lessee will pay all costs and expenses therefor.

Repossession: If at any time Lessor, in its sole discretion, determines that its rights to the Equipment are endangered, or that the Equipment is being used improperly or beyond its capacity, or in any manner improperly cared for or abused, or if there shall be any default by Lessee in the payment of any installment of the rental called for hereunder at the time herein provided or in the terms and conditions of this lease, Lessor may REPOSSESS the Equipment, lock or remove the same from the job site and, at its option, terminate this lease. Repossession alone shall not be construed to be an acceptance of surrender of this lease, and neither termination nor repossession shall deprive Lessor of the right to recover unpaid rentals and damages for Lessee's breach of this lease.

Venue: This lease is made to be performed in, and any liability hereunder arises at, and all sums due hereunder shall be paid to Lessor's office at Salt Lake City, Utah. Venue of any action under this lease shall be in the State of Utah shall be in Salt Lake County unless Lessor otherwise elects.

Offsets: No waivers, counterclaims, or offsets of any kind or nature shall be set up or urged against Lessor unless the same shall be in writing signed by the Lessor.

Assignment: Lessee shall not assign, transfer, pledge, mortgage, hypothecate, hire out or otherwise dispose of this lease, the Equipment or any interest therein or sublet or lien the Equipment, surrender or part with its possession, custody or control, or permit it to be used by anyone other than Lessee or Lessee's employees.

Renewal: So long as Lessee is not in default it may renew this Lease from month to month after the guaranteed term by giving at least five (5) days written notice thereof to the Lessor prior to the expiration of the lease term, or any extension thereof, and at the same time paying the rentals called for herein. Any renewal shall be subject to any increase in the rental rate for the Equipment imposed by Lessor on similar leases of similar equipment.

Exposure to Hazardous Material or Waste: Lessee shall not expose the Equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Lessee will immediately (1) notify Lessor, (2) remove the Equipment from such exposure and (3) completely clean and decontaminate the Equipment. If the Equipment cannot be completely cleaned, decontaminated or otherwise discharge from all adverse effects of such exposure, Lessee shall pay Lessor the full value of the Equipment, together with interest thereon at the rate of twenty-four percent (24%) per annum from that date until the said sum is paid in full. Lessee indemnifies and holds Lessor harmless from any and all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the Equipment to hazardous material or waste. This indemnification survives and continues after the term of this lease.

Miscellaneous: If any word, phrase, clause, sentence or paragraph of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this lease or of any other portion thereof. It is agreed that this agreement constitutes neither a sales contract nor an option to purchase, and that title to the Equipment above-described remains with the Lessor and Lessee shall have no rights to the said Equipment other than as specifically provided herein. At the option of Lessor, this lease may be recorded or filed with any appropriate governmental entity to evidence Lessor's interest in the equipment. This lease shall not be considered in full force until accepted by the Lessor and executed by its proper officer in Salt Lake City, Utah. All the terms and conditions of this lease shall be binding upon and shall insure to the benefit of the respective parties and their heirs, successors in interest, personal and/or legal representatives and assigns (where mission to assign has been given by Lessor). In the event that the Equipment is damaged and requires repair by Lessor or by any other service facility, the terms and conditions set forth herein shall continue during the period of repair. This lease contains all of the covenants between the parties hereto and any representation or understanding not contained here in shall be of no force or effect whatsoever. Performance by Lessor shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of God, or governmental regulations or other actions. All remedies given Lessor hereunder are cumulative and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. All words used herein shall be construed to be of such gender and number as the circumstances may require. This lease shall be governed by the laws of the State of Utah (except for its choice of law rules).

Wheeler



NO CHARGE AGREEMENT

4901 West 2100 South
Salt Lake City, UT 84120 (801) 974-0511

SOLD TO

FARMINGTON CITY CORP
160 S MAIN
PO BOX 160
FARMINGTON UT

SHIP TO

FARMINGTON, UT

84025-0160

INVOICE NUMBER		INVOICE DATE		CUSTOMER NO.		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
		4/12/13		028682				01	G	201	2	2
AGREEMENT NO.		DOC. DATE		PC	LC	MC	SHIP VIA				INV SEQ NO.	
N16902		4/12/13				10	RIGHT AWAY					
MAKE	MODEL		SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH ID NO.		
								0				

RENTAL INFORMATION

ITEM IDNO: LKC00919 MODEL: 305.5E C3 QUANTITY 1.0
SERIAL NUMBER: OFKY00996
PIN: *CAT3055EEFKY00996*
DESC: MINI EXCAVATOR 305.5
TIME OUT: 12:51 DATE OUT: 3/28/13 EXPECTED RETURN DATE: 4/28/13
METER OUT: 5.0 SHIP VIA: RIGHT AWAY
FOB POINT: SLC, UT

Lessee is responsible for the maintenance of this equipment including service meter while in his possession; any damage to this equipment resulting from improper care or maintenance will be charged directly to lessee.

TIRE CHARGE

In addition to the rental charges, lessee agrees to pay a charge, payable at the end of the lease term, for all wear or damage to rubber tires used on the equipment. Upon return of the equipment the rubber tires will be appraised by the lessor as to their then condition and lessee agrees to pay for any exhaustion through tread wear, cuts, cord separation, or any deterioration whatsoever during the use by lessee. Any new rubber installed by lessee will be taken into account in computing usage on the foregoing basis.

UNDERCARRIAGE

Undercarriage wear will be based on a service life of 4,000 hours. Undercarriage components include tracks, rails, shoes, rollers, idlers, and sprockets. Charges for accelerated wear will be assessed upon return of the equipment and lessee agrees to pay for any excessive wear.

Standard usage is 8 hours per day, 40 hours per week, or 176 hours per month. Overtime usage is determined by the service meter hour readings. The contract shall extend beyond the term, at the same terms, if the lessee holds the machine over the specified term of the lease.

Lessee hereby leases the equipment described above from lessor and agrees to the rental terms and conditions on the reverse side.

X

LESSEE - CUSTOMER SIGNATURE

LESSOR - WHEELER MACHINERY CO.

Equipment Conditions; Damages: Unless notified by Lessee in writing to the contrary within forty-eight (48) hours after receipt, the Equipment shall be conclusively presumed to be in good order and repair on shipped by Lessor and when received by Lessee. Upon timely and proper notice Lessor shall, at its expense, put the Equipment in good order and repair or provide substitute Equipment of the same or similar kind. Lessor shall not be responsible for any expenses contracted by Lessee or any repairs done to the Equipment without Lessor's prior written consent. Failure to so timely notify Lessor will constitute conditional acceptance of the Equipment and Lessee shall thereafter maintain all the Equipment in good working condition throughout the term of this lease. Except as provided hereinbefore, LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT NOR AS TO VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR JOB. In no event shall Lessor be liable to Lessee for any injury, delays or damages, consequential or otherwise, resulting from or by reason of the use or condition of said Equipment, or by reason of any failures or delays in making delivery to Lessee, or for any loss or damage to the Equipment in transit, or from strikes or other contingencies beyond its control, or from any cause whatsoever.

Repairs: Lessor agrees to provide at its own expense, labor and materials for major mechanical repairs required on the Equipment arising from normal use under the terms of this lease. Lessor shall have the sole right to determine what are major repairs under this provision of the lease and what repairs arise from other than normal use. Cylinder head breakage is the sole responsibility of the Lessee. All labor and materials for normal operating repairs and maintenance including, but not limited to, all expendable items such as cables, end bits, cutting edges, antifreeze, belts, filters, O rings, hoses, repairs to the electrical system, and minor adjustments to the Equipment shall be the responsibility of the Lessee. Lessor will inspect the Equipment upon its return by Lessee and invoice Lessee for any damage or abnormal wear. Lessee will pay for all fuel and oil used during the term of this lease and will MAINTAIN PROPER OIL AND COOLANT LEVELS AT ALL TIMES. Any repair required because of abuse, negligence or abnormal use including, but not limited to speeding, lack of lubrication, or maintenance of necessary fluid levels, damage resulting from lack of normal services, collision, overturning or improper operation shall be at Lessee's expense.

Maintenance, Full Value: The Lessee agrees to take good care of the Equipment, to keep the same free and clear of all liens, claims and encumbrances of any kind whatsoever, and to keep the same in good order and repair at its own expense and cost, except for major mechanical repairs as described above. If as of the end of the guaranteed rental period and any extension thereof the Equipment should be lost, destroyed, or rendered unfit for service, or not returned, the Lessee shall thereupon be obligated to pay Lessor the full value thereof, together with interest thereon at the rate of twenty-four percent (24%) per month from that date until the said sum is paid, less a reasonable and fair credit as determined by Lessor for the lease payments theretofore made. The Lessee shall not make any changes or modifications in the use of the Equipment without written permission of Lessor.

Inspection Charges; Removal: The Lessee agrees to pay all charges for any work or inspection required by any labor union. The Lessor may, at its option, refuse to do any repair work on the Equipment in the event of strikes or for any other cause beyond its control or if such work would be a violation of a federal, state or local statute, ordinance, or regulation. The Lessor reserves the right to remove the Equipment from any job or location where it may be found if in its opinion the Equipment is likely to be damaged or immobilized for a significant period, such as in the case of strikes, flood, storms, and other such conditions. The Lessor is likewise entitled to remove the Equipment from any job or location when it is deemed necessary for the purpose of repair or inspection.

Insurance: During the term of this agreement and all subsequent such agreements, Lessee shall provide and maintain General Liability, Automobile Liability (for licensed vehicles), Worker Compensation and Physical Damage Insurance, for the amounts and limits stated below. Lessee's General and/or Automobile liability policies shall be endorsed or amended to name Wheeler Machinery Co. as Additional Insured and to state that Lessee's liability is primary and not contributory in any way to insurance coverage maintained by Wheeler Machinery Co. Said coverage shall be certified to Wheeler Machinery Co. and Insurance Company in a form acceptable to Wheeler Machinery Co.

All Customers are required to have general liability insurance and physical damage insurance as outlined below:

On-Highway Construction Equipment (Licensed for use on public highways)

1. Business auto liability insurance: \$1,000,000 per occurrence
- Statutory Worker Compensation Insurance
2. Auto physical damage insurance: Full value of the vehicle.
- Specify on-highway vehicle rented or leased from Wheeler Machinery Co.
- Include coverage for hired and non-owned autos
- Name Wheeler Machinery Co. as an additional insured with primary coverage and loss payee
- Wheeler Machinery's Physical Damage Waiver is not available for trucks licensed for use on public highways.

Off-Highway Construction Equipment

1. Commercial general liability insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Statutory Workers Compensation Insurance
2. Physical damage insurance:
Full value of equipment covering:
- Rented or leased equipment using a contractors equipment floater form or comparable form
- Name Wheeler Machinery Co. as loss payee
- The physical damage insurance requirement shall not apply if customer participates in and pays for Wheeler Machinery's Physical Damage Waiver.

Indemnification: Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages, costs and liabilities arising in connection with the Equipment including, without limitation, its selection, purchase, manufacture, delivery, possession, use, operation or return and from any injury to property or to life caused in any way by the Equipment during the lease term or any extensions thereof.

Transportation Charges; Rental Period: The Lessee agrees to pay all transportation charges on the Equipment from the point of shipment to the point of operation and return therefrom or to such place as Lessor shall designate, it being understood, however, that Lessee shall be put to no greater expense for the return of the Equipment than if the Equipment were returned to Lessor's place of business in Salt Lake City, Utah. The rental period shall begin at the time when the Equipment is loaded at the shipping point for shipment to Lessee and shall cease when the Equipment is received at Lessor's place of business, or authorized alternative site.

Taxes: In the event that any sales, use or other personal property tax or assessment is hereafter levied by any public authority upon the transaction herein specified, or on the property which is the subject of this transaction, or any part thereof, then the Lessee agrees to pay any such taxes or assessments upon demand and, upon the request of Lessor, submit written proof of having done so.

Location: The Equipment shall not be used in violation of any federal, state or municipal statute, order or regulation. Lessor shall have the right to inspect the Equipment at any reasonable time. Lessee shall inform Lessor in writing prior to moving the unit to any location other than that indicated on the face of the document.

Return: Lessee agrees and guarantees that upon the termination of this lease it will promptly return the Equipment to Lessor in as good condition as when received and, if otherwise, to pay the expense of putting it in such condition, less ordinary wear incident to normal use in the hands of a competent operator. This guarantee is absolute and may not be excused by theft, vandalism, fire, weather, act of God, or any other reason whatsoever. Lessee shall be liable to Lessor for any loss of Equipment or parts, or damage to or breakage of the same during the lease term, or extension thereof.

Rental Schedule; Standard Conditions: Lessee acknowledges receipt of Lessor's current Rental Schedule and Standard Conditions which is incorporated herein by reference and made a part of this lease. In the event of a conflict or inconsistency between the terms of this lease and the terms of the Rental Schedule, the terms of this lease shall apply.

Time Of Essence: Time is the essence of this lease. Acceptance by Lessor of any late payment shall not be construed as a waiver of Lessor's right to have each subsequent payment made on the due date thereof. Similarly, the failure of Lessor to timely notify Lessee of any breach of the terms hereof shall not constitute a waiver by Lessor, of such provisions as to any subsequent breach of the same, or of any other provision hereof. All amounts due under the terms of this lease shall be due on the date of receipt of the invoice or such later date as may be specified on the invoice. Accounts not paid in full prior to the first day of the month when due will incur interest at the highest lawful rate.

Default, Attorney's Fees; Lien: Lessee agrees that, in the event it shall fail in the payment of rental when due or shall fail to perform any of its obligations hereunder, or bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceedings are commenced by or against Lessee, Lessee shall be in default of this lease and Lessee shall, without notice, immediately be indebted to and hereby agrees to pay Lessor forthwith, all sums due hereunder. All sums not paid within 30 days of the date of invoice shall be considered past due and shall bear a service charge of 2% per month. In the event this lease is placed by Lessor in the hands of an attorney after default for enforcement or collection, Lessee will pay all costs and expenses therefor, including a reasonable attorney's fee. In the event Lessor elects to file a notice of lien with respect to the Equipment for its use, either with or without the default of Lessee, Lessee will pay all costs and expenses therefor.

Repossession: If at any time Lessor, in its sole discretion, determines that its rights to the Equipment are endangered, or that the Equipment is being used improperly or beyond its capacity, or in any manner improperly cared for or abused, or if there shall be any default by Lessee in the payment of any installment of the rental called for hereunder at the time herein provided or in the terms and conditions of this lease, Lessor may REPOSSESS the Equipment, lock or remove the same from the job site and, at its option, terminate this lease. Repossession alone shall not be construed to be an acceptance of surrender of this lease, and neither termination nor repossession shall deprive Lessor of the right to recover unpaid rentals and damages for Lessee's breach of this lease.

Venue: This lease is made to be performed in, and any liability hereunder arises at, and all sums due hereunder shall be paid to Lessor's office at Salt Lake City, Utah. Venue of any action under this lease shall be in Salt Lake County, State of Utah unless Lessor otherwise elects.

Offsets: No waivers, counterclaims, or offsets of any kind or nature shall be set up or urged against Lessor unless the same shall be in writing signed by the Lessor.

Assignment: Lessee shall not assign, transfer, pledge, mortgage, hypothecate, hire out or otherwise dispose of this lease, the Equipment or any interest therein or sublet or lien the Equipment, surrender or part with its possession, custody or control, or permit it to be used by anyone other than Lessee or Lessee's employees.

Renewal: So long as Lessee is not in default it may renew this Lease from month to month after the guaranteed term by giving at least five (5) days written notice thereof to the Lessor prior to the expiration of the lease term, or any extension thereof, and at the same time paying the rentals called for herein. Any renewal shall be subject to any increase in the rental rate for the Equipment imposed by Lessor on similar lessees of similar equipment.

Exposure to Hazardous Material or Waste: Lessee shall not expose the Equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Lessee shall immediately (1) notify Lessor, (2) remove the Equipment from such exposure and (3) completely clean and decontaminate the Equipment. If the Equipment cannot be completely cleaned, decontaminated or otherwise discharge from all adverse effects of such exposure, Lessee shall pay Lessor the full value of the Equipment, together with interest thereon at the rate of twenty-four percent (24%) per annum from that date until the said sum is paid in full. Lessee indemnifies and holds Lessor harmless from any and all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the Equipment to hazardous material or waste. This indemnification survives and continues after the term of this lease.

Miscellaneous: If any word, phrase, clause, sentence or paragraph of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect the validity of this lease or of any other portion thereof. It is agreed that this agreement constitutes neither a sales contract nor an option to purchase, and that title to the Equipment above-described remains with the Lessor and Lessee shall have no rights to the said Equipment other than as specifically provided herein. At the option of Lessor, this lease may be recorded or filed with any appropriate governmental entity to evidence Lessor's interest in the equipment. This lease shall not be considered in full force until accepted by the Lessor and executed by its proper officer in Salt Lake City, Utah. All the terms and conditions of this lease shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors in interest, personal and/or legal representatives and assigns (where mission to assign has been given by Lessor). In the event that the Equipment is damaged and requires repair by Lessor or by any other service facility, the terms and conditions set forth herein shall continue during the period of repair. This lease contains all of the covenants between the parties hereto and any representation or understanding not contained here in shall be of no force or effect whatsoever. Performance by Lessor shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of God, or governmental regulations or other actions. All remedies given by Lessor hereunder are cumulative and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. All words used herein shall be construed to be of such gender and number as the circumstances may require. This lease shall be governed by the laws of the State of Utah (except for its choice of law rules).



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 29, 2013

Subject: **RESOLUTION TO CHANGE PERSONNEL POLICY FOR 24 HOUR
SHIFT FIREFIGHTER PERSONNEL.**

DISCUSSION ONLY

Approve the enclosed resolution to change chapters 8 & 9 of the personnel policies of the City.

BACKGROUND

With the approval of hiring 1 more full time fire captain, the Fire Dept. Will move the current captain and the new captain to 24 hr shifts. With these changes it has become necessary to change the personnel policies to reflect this new shift and hours worked. The changes reflect the change in hours worked, overtime hours, vacation and sick leave hours accrued and holiday hours accrued. The City attorney has reviewed these changes and have approved of them.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING
CHAPTERS 8 & 9 OF THE FARMINGTON CITY PERSONNEL POLICIES
AND PROCEDURES RELATING TO FULL TIME FIRE FIGHTERS
(24-HOUR SHIFTS)**

WHEREAS, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

WHEREAS, the City Council desires to amend the provisions of Chapter 8 & 9 regarding benefits and leave for full time firefighters working 24-hour shifts as more particularly provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Amendment. Chapters 8 & 9 of the Farmington City Personnel Policies and Procedures is hereby amended to read in its entirety as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 7th DAY OF MAY, 2013.**

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor Scott Harbertson

EXHIBIT “A”

PERSONNEL POLICIES AND PROCEDURES

CHAPTERS 8 & 9

COMPENSATION, BENEFITS AND LEAVE

CHAPTER 8 COMPENSATION

- 8.010 Compensation.**
- 8.020 General Wage/Salary Adjustments.**
- 8.030 Initial Appointment.**
- 8.040 Pay Progression.**
- 8.050 Meritorious Performance.**
- 8.055 Exempt and Non-Exempt.**
- 8.060 Overtime.**
- 8.065 Compensatory Time.**
- 8.070 On Call Pay.**
- 8.080 Final Paycheck.**
- 8.090 Pay Advancement.**
- 8.100 Payroll Schedule/Pay Day.**
- 8.110 Payroll Deductions/Withholdings.**
- 8.120 Garnishments.**

8.010 Compensation.

Employee compensation should be based on the City's compensation plan as adopted by the City. Compensation for employees may take into consideration ranges of pay for other positions, prevailing rates of pay for similar employment, cost of living, market trends, performance, other benefits, and the financial policy and economic conditions of the City. Pay progression will be based on pay for performance. The compensation plan and assignment of employees to positions and pay rates shall be determined by the City Manager. The City Manager shall make recommendation to the City Council as to the number and types of positions utilized.

8.020 General Wage/Salary Adjustments.

The City's compensation plan should be reviewed periodically by the City Manager who may recommend appropriate changes or recommendations regarding the compensation plan to the City Council. The City Council may review and make appropriate changes to the compensation plan at anytime in accordance with applicable procedures regarding the same. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Any amendments or updates to compensation or compensation schedules for statutory officers may be subject to public hearing and ordinance requirements in accordance with applicable provisions of *Utah Code Ann.* §§ 10-3-818, as amended.

8.030 Initial Appointment.

All initial appointments to positions assigned to salary ranges on the compensation plan shall be at the first step of the salary range. Exceptions may be allowed if: (1) an employee cannot be recruited for the position at the beginning rate, or (2) the qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same or higher step. The City Manager may authorize starting rates as is deemed appropriate, but should inform the City Council of appointments which are made at rates higher than the midpoint, unless such appointments have previous budgetary approval.

8.040 Pay Progression.

Progression through the various pay grades within the salary and wage scale shall be based upon recommendation of the City Manager with final approval given by the City Council. In making recommendations for pay progression or special adjustments, the City Manager shall consider level of responsibility, performance, length of service, market conditions or other factors.

8.050 Meritorious Performance.

Meritorious performance shall also be recognized annually at the time of the supervisory evaluation. Employees receiving a meritorious rating for performance related to the last twelve (12) months prior to the rating date, shall be provided with a merit increase, the value of such shall be determined by the City Manager with approval of the City Council.

8.055. Exempt and Non-Exempt.

For purposes of overtime compensation under the Fair Labor Standards Act, exempt and non-exempt positions are more particularly defined in Chapter 6.

8.060. Overtime.

(a) It is the policy of the City to discourage the accrual of overtime except for when overtime is unavoidable during various times of the year or to respond to extenuating circumstances. Every effort should be made to keep the accumulation of overtime hours to a minimum. No employee may perform work over his or her designated hours without prior approval from his or her supervisor or department head. Except as otherwise provided herein or exempt under Federal regulations, all hours of work by City employees officially ordered and approved in excess of forty (40) hours per week **for general employees and over one hundred eighty-two (182) hours per work period for full-time fire department 24-hour shift personnel** shall be considered overtime in accordance with the provisions and regulations of the Fair Labor Standards Act.

(b) Exempt employees are not entitled to overtime compensation. Non-exempt employees are entitled to overtime compensation at a rate of one and one-half times their regular rate of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. For purposes of overtime calculations, eligibility shall be based only on hours actually worked. Holiday, sick, and vacation leave or time off shall not be considered hours worked for purposes of calculating overtime compensation.

(c) The following rules apply to the accumulation and compensation of overtime. For the purpose of calculating overtime under the Fair Labor Standards Act (FLSA), the work week for all personnel **except the full-time Fire Department 24-hour shift personnel** shall begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on the following Friday. A pay period **for general employees** consists of two (2) work weeks. The work day consists normally of an eight (8) hour period, plus a sixty (60) minute (non-paid) lunch break. **The work period for the full-time Fire Department 24-hour shift personnel is a 24 consecutive day work period that begins on April 20, 2013 at 12:00 a.m. and ends at 11:59 p.m. on May 9, 2013 (24 consecutive days later). The next work period will begin at 12:00 a.m. May 10, 2013, and end at 11:59 p.m. 24 consecutive days later, and so on.** Records for all pay purposes including, but not limited to, regular time, overtime, compensatory time, vacation, sick leave and leave-without-pay will be maintained on thirty (30) minute intervals. Different work weeks may be approved by the City for various departments including but not limited to police and fire personnel.

(d) The cash payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. The City Manager may approve compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

(e) All time spent in training, conferences, workshops, meetings and related travel, etc., when such attendance is required by the City shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

(f) Any full-time employee who is called back to work after normal working hours by their supervisor or other personnel as authorized by the Department Head for emergencies shall be compensated at time-and-one-half. (This policy excludes call backs on holidays, which shall be paid in

accordance with provisions of Chapter 9).

(g) Any **general** full-time employee working in excess of twelve (12) hours for any one day shall be compensated at time-and-one-half for hours worked over twelve (12) hours.

(h) Full time employees assigned to work on City Special Events, such as Festival Days and Farmington Christmas, after normal working hours or on days that are not their normally scheduled work days shall be compensated at time-and-one-half for such hours worked.

8.065 Compensatory Time.

(a) It is the City's policy to pay its employees for overtime hours worked in accordance with Section 8.060. Subject to the restrictions and procedures set forth herein, the City may allow eligible employees to receive compensatory time off in lieu of overtime payment in cash.

(b) If compensatory time is permitted by the City, employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall file an Overtime Compensation Election Form with the City prior to performing work eligible for compensatory time.

(c) Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to a maximum of forty (40) hours of compensatory time off. Compensatory time accrued in excess of forty (40) hours shall be paid out to the employee with the employee's next regularly scheduled paycheck. Any compensatory time existing at the end of the calendar year shall be paid out to the employee with the employee's last regularly scheduled paycheck of the year.

(d) Compensatory time shall accrue at one and one half hours of compensatory time for each hour of overtime worked.

(e) Employees may request use of compensatory time off in accordance with the leave procedures set forth Chapter 9. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the Department within which the employee works.

(f) Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

(g) Notwithstanding the foregoing, the City reserves the right to pay any employee overtime compensation in cash in lieu of providing compensatory time off for any workweek or work period or for any accrued compensatory time.

(h) Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act, including, but not limited to the regulations set forth in 29 C.F.R., Part 553.

8.070 On Call Pay.

Full-time employees who are FLSA non-exempt and who are placed "on call" shall receive "on call" compensation of \$15.00 per day. If the employee is called out he or she shall also be paid for actual hours worked at time-and-one-half. (This policy is exclusive of "on call" duty assignments such as water checks or similar assignments that are not called out but do require an employee to work beyond their normal work schedule, therefore falling under the overtime calculation used in Section 8.060a). "On call" status shall only be authorized by the Department Head or the City Manager.

8.080 Final Paycheck.

When employees terminate their employment with the City, they are required to return all tools, safety helmets, and other City property and to clear all financial obligations prior to receiving their final paycheck. Any obligations not cleared are deducted from their final paycheck. A final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime will normally be issued on the payday following the pay period that the employee terminates employment with the City.

8.090 Pay Advancement.

The City does not make pay advances to employees.

8.100 Payroll Schedule/Pay Day.

All employees are paid bi-weekly, six (6) working days after the end of the pay period. There are twenty-six (26) pay days in the year. Checks are distributed by the Recorder to the department heads who give individual checks to department employees. The City Manager may require that an employee or employees submit a detailed description of the work completed along with time cards. In addition, this may be done in conjunction with performance evaluations, program reviews, or for any other administrative reason deemed appropriate by the City Manager.

8.110 Payroll Deductions/Withholdings.

All employees will complete and keep accurate a W-4 form and appropriate group insurance forms. Deductions for Federal, State and FICA taxes are withheld from each employee's check as required by law. All regular employees are required to participate in the Utah State Retirement System except for the Fire Chief and the City Manager, as required by State law. The employee's contribution to the retirement program, where applicable, is withheld from each check. Voluntary pay deductions may also be made at the written direction of the employee and approved by the City.

8.120 Garnishments.

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

CHAPTER 9 BENEFITS AND LEAVE

- 9.005 Disclaimer.**
- 9.010 Group Health Insurance.**
- 9.015 Disability Insurance.**
- 9.020 Life Insurance.**
- 9.030 Annual Leave.**
- 9.035 Annual Leave for Firefighters (24-hour shifts)**
- 9.040 Sick Leave.**
- 9.050 Funeral Leave.**
- 9.060 Paid Holidays.**
- 9.070 Court or Jury Leave.**
- 9.080 Military Leave.**
- 9.090 Leave Without Pay.**
- 9.100 Reserved.**
- 9.110 Family and Medical Leave.**
- 9.120 Education Assistance.**
- 9.130 Retirement.**
- 9.140 Unemployment Insurance.**
- 9.150 Workers' Compensation.**
- 9.160 Cafeteria Flex-Plan.**

9.005. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the City Manager.

9.010 Group Health Insurance.

(a) **Medical and Dental Insurance.** The City pays the premium for medical and dental insurance for eligible employees and 70% of the premium cost for their dependents at hire date. The City Recorder handles all matters relating to insurance. Insurance policies and program descriptions are available to all employees upon request.

(b) **Payments in Lieu of Benefits.** City employees whose spouse provides medical and health insurance through their employer must present proof of such coverage to the Finance Director in order to exempt out of participation in the City-provided insurance. Upon verification of coverage the employee may direct the Finance Director to contribute an amount of money equivalent to the single or individual health insurance premium into the employee's qualified I.R.C. §§ 401(K) or 401(a) retirement plan.

(c) **Employee Retirement Health Savings Accounts.** The City has adopted an Employee Retirement Health Savings Plan ("RHS Plan") for all part-time firemen and full-time City employees except for seasonal employees and police officers. The City has entered into the Employer VantageCare Retirement Health Savings (RHS) Plan Adoption Agreement ("Adoption Agreement") providing qualified employees the opportunity to participate in an employee retirement health savings plan. A separate plan and agreement are available to the City Manager. Copies of the RHS Plan and Adoption Agreement pertaining to qualified employees are available at the office of City Recorder. Participation in the RHS Plan shall be subject to and comply with all terms and conditions of the RHS Plan and the Adoption Agreement. All part-time firefighters qualify for the RHS Plan. The City makes contributions to the firefighter plan in accordance with the terms of the RHS Plan as adopted by the City. All regular full-time employees of the City are required to participate in the respective RHS Plan upon the terms of eligibility qualifications as set herein below. All qualified employees who meet the criteria set forth below receive

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

City matching contributions to his or her RHS Plan savings account as provided herein. City matching contributions shall be in the amount of three percent (3%) of the employee's base annual compensation for a period of time not to exceed ten (10) years. Eligibility qualifications for City matching contributions to a full time employee's RHS Plan are as follows:

- (1) Employee must be at least forty (40) years old;
 - (2) Employee must have completed the equivalent of ten (10) years of full-time service for the City;
 - (3) Employee must contribute a matching amount of 3% of the employee's base annual compensation to his or her RHS Plan savings account;
 - (4) Employee must convert a minimum of two (2) days of annual leave per year to his or her RHS Plan savings account; and
 - (5) Upon retirement, the employee must deposit any and all sick leave buy out due from the City to his or her RHS Plan savings account.
- (d) **COBRA Coverage.** Employees terminating employment with the City may be eligible to continue group medical and hospitalization insurance coverage at the employee's cost in accordance with the Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)

9.015 Disability Insurance.

The City may provide short-term and long-term disability benefits for eligible employees. Further information regarding eligibility and benefits of such program may be obtained from the City Manager.

9.020 Life Insurance.

The City may provide life insurance for its employees. Further information regarding eligibility and benefits of such program may be obtained from the City Manager. Increased life insurance can be taken out by an employee at any time through payroll deduction. Employees are required to contact the insurance company directly concerning any question on coverage, claims, dividends or other policy matters.

9.030 Annual Leave.

- (a) Full-time employees are entitled to annual leave with pay to be accrued in accordance with his or her tenure of employment as follows:

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

(1) For the introductory period of employment (6 months or 1 year) vacation will accrue at (4) hours per month;

(2) Twelve (12) days from the introductory period ending through fifth years of employment, to accrue eight (8) hours per month;

(3) Fifteen (15) days for the sixth through tenth years of employment, to accrue ten (10) hours per month;

(4) Eighteen (18) days for the eleventh through fifteenth years of employment to accrue twelve (12) hours per month; and

(5) Twenty-one (21) days for the sixteenth or more years of employment to accrue fourteen (14) hours per month.

(b) Part-time employees, excluding school crossing guards, firefighters, and temporary employees, are entitled to annual leave with pay to be accrued as follows:

(1) Part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue two (2) hours of annual leave per month for the first year of employment and four (4) hours of Annual Leave per month thereafter.

(2) Part-time employees working thirty (30) hours per week or more, shall accrue three (3) hours of annual leave per month for the first year of employment and six (6) hours of Annual Leave per month thereafter.

(3) "Years of Service" for those part-time employees accruing part-time Annual Leave who subsequently obtain full-time employee status with the City shall be computed on the basis of two (2) years of part-time service (at twenty (20) hours per week or more) as one (1) year of full-time service.

(4) Part-time employees are limited to taking Annual Leave on a weekly basis to no more than the normal weekly hours worked by the employee.

(c) Compensation for each day of annual leave shall be calculated at the employee's general rate of pay.

(d) Annual leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. A maximum of 240 hours (30 days) of unused annual leave may be carried over to the following year. A maximum of 40 hours (5 days) of unused annual leave accrued over 240 hours (30 days) may be paid as cash-in-lieu of the accrued credit. This payment is to be calculated and paid at the end of the calendar year. Any unused leave in excess of 240 hours (30) days shall be forfeited.

(e) Vacations should be requested and scheduled so as to meet the operating requirements of the City. The City will attempt to honor an employee's requested vacation dates, but retains the right to determine the final scheduling order or to change the vacation schedules according to the needs of the City. If a conflict of leave schedules exists, the length of service within the various departments shall be used to resolve the conflict.

(f) An authorized City holiday does not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave it shall be counted as a holiday rather than a day of annual leave.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

(g) Annual leave for eligible employees is allowed only after it is accrued. Annual leave shall be accrued and available for use at the completion of each calendar month.

(h) Qualified employees participating in the RHS Plan for City matching contributions shall convert a minimum of two (2) days of annual leave per year to their RHS Plan savings account.

9.035 Annual Leave Accrual for Firefighters (24-hour shifts)

The basis for annual leave accrual for full-time firefighters working 24-hour shifts shall be consistent with how accrual occurs in the rest of the City, and is determined by comparing the total number of hours scheduled in a year for a firefighter, to that of a regular 40 hour per week employee. Firefighters are scheduled to work 2920 hours (*Effective April 2013 – 365 days/24day work periods = 15,209.3 work periods per year x 192 hrs per work period*) while regular employees are scheduled for 2080 hours (40 hrs x 52 weeks). By dividing 2080 into 2920, a conversion ratio of 1.4 is derived. So, for every 8 hours of leave accrued by a regular employee, a firefighter should accrue 8 hrs x 1.4, or 11.2 hours.

Each full-time firefighter working 24 hour shifts, who has been in the City service for a continuous period of one month, accrues annual leave according to the schedule below:

<u>Years in Service</u>	<u>Accrual Rate Hrs per Month</u>	<u>Accrual Rate Hrs per Year</u>
1 - 5	11.2 hrs	134.4 hrs
6 - 10	14.0 hrs	168.2 hrs
11 - 15	16.8 hrs	201.8 hrs
16 or more	19.6 hrs	235.0 hrs

Accumulated earned annual leave time is paid for by the employing department when an employee is being separated from City service.

All annual leave in excess of 336 hours as of the end of the first pay period in January of each year will be forfeited.

9.040 Sick Leave.

(a) Sick leave is a privilege and not a right of employment. Ownership of all time accrued to the credit of an employee for use as sick leave belongs to the City. Holidays falling on a regular working day within a period when sick leave is being taken is credited as a holiday and not as a day of sick leave. Sick leave accrues to an available maximum of three hundred twenty (320) working hours (40 days), **for regular employees and (448) working hours for full-time Fire Department 24-hour shift personnel.**

(b) Sick leave is available to full-time and part-time employees, excluding school crossing guards, firefighters, and temporary employees.

(c) Full-time employees may accrue eight (8) hours of sick leave for each month of employment with the City, beginning at the date of hire. Eligible part-time employees may accrue sick leave as follows: (1) regular part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue four (4) hours of sick leave per month, beginning at the date of hire; and (2) regular part-time employees working thirty (30) hours per week or more, shall accrue six (6) hours of sick leave per month, beginning at the date of hire.

(d) **Full-time Firefighters working twenty-four (24) hour shifts shall accumulate sick leave at**

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

the rate of 11.2 hours for each calendar month of service. The basis for sick leave accrual for firefighters working 24-hour shifts shall be consistent with how accrual occurs in the rest of the City, and is determined by comparing the total number of hours scheduled in a year for a firefighter to that of a regular 40-hour per week employee. Firefighters are scheduled to work 2920 hours (*Effective April 2013 – 365 days/24 day work periods = 15,208.3 work periods per year x 192 hrs per work period*) while regular employees are scheduled for 2080 hours (40 hrs x 52 weeks). By dividing 2080 into 2920 a conversion ratio of 1.4 is derived. So, for every 8 hours of sick leave accrued by a regular employee, a firefighter should accrue 8 hrs x 1.4, or 11.2 hours.

(d)(e) Department heads are to use discretion in approving sick leave. Employees abusing sick leave are subject to disciplinary action, up to and including termination. Evidence of illness by a doctor's diagnosis may be required if sick leave abuse is suspected.

(e)(f) Employees qualifying for workers' compensation benefits may select leave and compensation options for such absence in accordance with the provisions of Section 9.150 regarding Workers' Compensation.

(f)(g) Employees qualifying for short-term or long-term disability benefits may select one of the following leave and compensation options:

(1) Leave Without Pay. The employee may receive and retain compensation from the short-term or long-term disability benefits and take leave without pay for the period of the disability absence, to the extent permitted by these policies; or

(2) Sick Leave. The employee may utilize and receive compensation from the City for accrued sick leave for the absence, provided, the employee submits the full amount of the compensation received by the employee for short-term or long-term disability benefits to the City.

(g)(h) Employees receiving short-term or long-term disability benefits and leave must provide a medical release from their doctor in order to return to full employment status with the City.

(h)(i) Sick leave for eligible employees is allowed only after it is accrued. Sick leave shall be accrued and available for use at the completion of each calendar month.

(i)(j) Employees requesting qualified sick leave must notify the department head prior to or within one-half hour after his or her scheduled reporting time.

(j)(k) For those employees whose circumstances allow them to avoid the use of sick leave, and thereby contribute to increased productivity and effectiveness in the delivery of City services and administrative support, the City will provide the following bonus:

Sick Days Used Per Year
Bonus Formula

0	32 hours x hourly pay rate
1	24 hours x hourly pay rate
2	16 hours x hourly pay rate
3	8 hours x hourly pay rate
4 or more	No Bonus Given

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

~~(k)~~(l) The productivity bonus shall be based upon the employee's general rate of pay. Any productivity bonus earned by an employee may be taken: (l) as a cash payment; (2) as equivalent hours of annual leave; or (3) as compensation under a qualified I.R.C. § 401(k) or § 457 deferred compensation plan.

~~(k)~~(m) Except as provided herein, employees shall forfeit all rights to accrued sick leave upon termination or separation from service with the City. Upon retirement from the City, the City will buy-out 100% up to 320 hours, of the employee's accrued sick leave, to be paid at the employee's regular rate of pay as set forth herein ("Buy-Out"). Upon retirement from the City, qualified employees in the RHS Plan for City matching contributions shall be required to contribute all Buy-out amounts to his or her RHS Plan savings account.

~~(m)~~(n) Sick leave is intended and shall be used to provide paid leave for bona fide employee illnesses only. In limited circumstances as provided herein, employees may use accrued sick leave for the care of immediate family members who become ill. For purposes of this Section, immediate family member shall mean a spouse or child living in the same household as the employee. Employees may use up to a maximum of five (5) accrued sick leave days per year for the care of immediate family members. Employees may use additional accrued sick leave to care for a parent, spouse, child, or related servicemember with a serious health condition to cover and run concurrent with qualified Family and Medical Leave as defined in and subject to the terms and conditions of Section 9.110.

9.050 Funeral Leave.

When a death occurs within the "immediate family," employees may be granted a maximum of three (3) days of administrative leave with pay. Employees desiring extended funeral leave may be required to use annual leave or leave without pay, if extended leave is granted. "Immediate family" means spouse, child, parent, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepparent, stepbrother, stepsister, or for other relatives living in the same household as the employee.

9.060 Paid Holidays.

(a) The following days have been designated by the City to be paid holidays:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in Sept.
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday of Nov.
Day after Thanksgiving	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th

(b) When a holiday falls on a Saturday, it is observed on the preceding work day. When a holiday falls on a Sunday, it is observed the following work day.

(c) Non-exempt full-time and part-time employees shall receive a paid holiday for each of those days defined herein as a holiday of the City. Compensation for each holiday shall be calculated at the rate of eight (8) hours per day for non-exempt full-time employees (including personnel on flexible

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

work schedules such as four 10-hour days), and shall be pro-rated based upon the number of hours worked per week for non-exempt permanent part-time employees.

(d) Non-exempt employees required to work on a defined holiday of the City shall receive his or her regular compensation for hours worked on that day as well as holiday pay provided in subsection (c). Exempt employees may receive compensatory time on an hour for hour basis for time worked on a designated holiday.

(e) Effective April 2013, full-time firefighters working 24-hour shifts shall receive an advance of 67.2 hours of holiday comp-time accrual at the end of the first pay period in July and again at the end of the first pay period in January of each year.

The basis for the advance of holiday comp-time accrual for firefighters working 24-hours shifts shall be consistent with the holiday benefit provided to 40 hour per week employees, and is determined by comparing the total number of hours scheduled in a year for a firefighter to that of a 40 hour per week employee. Firefighters are scheduled to work 2920 hour (365 days/24 day work periods = 15.208 work periods per year x 192 hours per work period) while regular employees are scheduled for 2080 hours (40 hrs x 52 weeks). By dividing 2080 into 2920, a conversion ratio of 1.4 is derived. So, for every 8 hours of paid holiday available to 40 hour per week employees, a firefighter should accrue 8 hrs x 1.4, or 11.2 hours. Forty (40) hour per week employees receive 12 paid holidays, or 96 hours per year. Firefighters working 24 hour shifts receive 96 hours x 1.4, or 134.4 hours per year, which divided over 2 accruals per year amount to 67.2 hours per accrual. Employees hired between accruals will receive a pro-rated holiday comp-time accrual proportional to the amount of time remaining until the next accrual date.

Effective January 2014, unused holiday comp-time balances are forfeited immediately prior to each semi-annual accrual.

Effective April 2013, if an employee uses all advanced holiday comp-time and then terminates employment while there are still holidays remaining in that holiday advance period, that employee will be required to pay back to the City the value of the remaining holidays upon termination.

(e)(f) Commencement of employment with the City or termination of employment from the City may not occur on a holiday.

(f)(g) If a paid holiday falls within an employee's vacation period, the holiday is not charged as part of vacation time.

9.070 Court or Jury Leave.

Employees may be granted jury duty leave as unpaid leave when employees are summoned to serve on a jury or have been required by subpoena to appear as a witness. Employees appearing in court in their official capacity may consider such time as hours worked, subject to prior approval by his or her department head. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic fine or civil lawsuit.

9.080 Military Leave.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by law, including, but not limited to, *Utah Code Ann. § 39-3-1, et seq.*, as amended, regarding "Governmental Employees in Military Service." In addition to State and Federal requirements, unpaid leave shall be granted to City employees in accordance with the following. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the City. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than fifteen (15) days.

(a) Short-term military leave is authorized for employees pursuant to the following conditions:

(1) Employees are entitled to fifteen (15) working days of military leave per year without regular City pay. Any employee requesting such leave must provide the City Manager with a copy of the military orders.

(2) Employees who are members of reserve units of the military shall notify the City Manager at least four (4) weeks in advance and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.

(3) Employees requesting short term military leave may go on leave without pay status prior to using accrued vacation and compensatory time.

(4) While on short term military leave, none of the employee's benefits shall accrue, except that health and life insurance benefits will remain in force.

(b) Extended military leave without pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees may be permitted to return to City employment pursuant to the following conditions:

(1) The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.

(2) An employee leaving active military duty is allowed forty (40) days from the active duty release date in which to request reinstatement to an available position of comparable status and compensation. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the City Manager.

(3) If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of the vacated position the employee will be placed on a list of eligibles for consideration for future openings.

9.090 Leave Without Pay.

Leaves of absence without pay (LWOP) may be granted for periods not to exceed two (2) months to City employees for purposes approved by the City Manager and City Council. Such leave is not to be regarded as acquired rights by employees, except for medical conditions covered under FMLA or as otherwise required by law, and may be granted only when the performance of the job will not be adversely affected thereby. Requests for leave are to be made in writing to the City Manager and approved by the City Council.

(a) A leave of absence without pay granted to an employee for purposes other than family medical leave, may be terminated prior to the expiration date thereof with the consent of the appointing

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

authority and the City Council. Failure of an employee to report for duty promptly at the expiration of his leave or violation of an agreement or understanding entered into by him or her relative thereto shall be just cause for his or her termination and the removal of his or her name from any eligible list or lists on which it may appear.

(b) Positions temporarily vacated by granting leave of absence without pay may be filled on a temporary basis.

(c) No benefits shall accrue during unpaid leave including, but not limited to, vacation, sick leave and holiday pay. Employees desiring to continue health insurance coverage while on leave-without-pay may receive such coverage upon making arrangements with the City. During such period it shall be the responsibility of the employee to pay the complete premium.

9.100 Reserved.

9.110 Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave (FMLA leave) as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months (which need not be consecutive months); and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

- (1) For the birth of a son or daughter of the employee and to care for the newborn child;
- (2) For the placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- (5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
- (6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

(d) Amount of Leave. Except in the case of leave to care for a covered service member with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) work weeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) work weeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered service member with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) work weeks of FMLA leave for any qualifying reason as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in the case of leave to care for a covered service member with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave. In the case of leave to care for a covered service member with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set forth herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and absent unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 9 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.303, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the U.S. Department of Labor's Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix A, and incorporated herein by this reference.

(2) **Eligibility Notice.** When an employee requests FMLA leave, or when the City acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381). Changes to and subsequent notices of eligibility shall be provided in accordance with the provisions of 29 C.F.R. § 825.300, as amended.

(3) **Rights and Responsibilities Notice.** The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of a failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g)(2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381).

(4) **Designation of Leave.** Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City has enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the U.S. Department of Labor's Designation Notice (Form WH-382).

(h) **Certification of Health Care Provider.** The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et seq., as amended. Medical certifications shall be substantially in the form of the U.S. Department of Labor's Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E) or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F), as applicable. Certifications for a qualifying exigency shall be substantially in the form of the U.S. Department of Labor's Certification of Qualifying Exigency for Military Family Leave (Form WH-384). Certifications for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the U.S. Department of Labor's Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385). Pursuant to the Act, if the City has reason to doubt the validity of the certification provided, the City may require, at the City's expense, a second and/or third opinion from a designated health care provider.

(i) **Reporting.** The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) **Fitness for Duty.** As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of the essential functions of the employee's job with the designation notice provided in Subsection (g)(4). No second or third opinions on a fitness-for-duty certification may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et seq., as amended.

(k) **Intermittent or Reduced Schedule Leave.** Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et seq., as amended. Any intermittent leave requested or granted shall be subject to conditions set forth in the Act, including, but not limited to, alternative position transfer, reasonable notice, scheduling and certification.

(l) **Leave Protection.**

(1) **Compensation.** Employees shall be required to use accrued paid annual leave hours for FMLA leave provided herein and paid sick leave hours to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid annual and sick leave shall be permitted as unpaid leave in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) **Position.** Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position only under circumstances and conditions set forth in the Act.

(3) **Benefits.** The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of annual and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(4) **Insurance.** The City shall maintain coverage for the employee under any "group health plan" for the duration of any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally used during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) **Records.** The City shall make, keep and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records.

9.120 Education Assistance.

(a) **Education Assistance Program.** The City recognizes the importance of educational growth of eligible employees in advancing their technical and managerial skills. Through the Educational Assistance Program the City may provide assistance to an employee who undertakes a course of study which leads to a graduate or undergraduate degree and which is mutually advantageous to the City and the employee. In some cases irregular work schedules may be considered as a means of accommodating class schedules.

(b) **Reimbursement.** For courses approved by the department head, City Manager and the City Council, and completed with a grade "C" or higher, the City will reimburse employees an amount equal to one-half (½) the tuition and required fees for employees accepted for participation in an accredited program. Application for educational assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter and shall not exceed an annual maximum per employee of \$1,500.00.

(c) **Written Agreement.** Those accepted under this program are required to sign a statement committing themselves to one (1) year of employment with Farmington City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund to the City any moneys received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

(d) **Other Training.** Specific training workshops and courses that benefit the City entirely may be paid for by the City. Training is approved annually by the City Council during the budget approval process.

9.130 Retirement.

(a) All employees of the City shall participate in the Utah State Retirement System except for the City Manager and Fire Chief, who may select their own retirement option. The Utah State Retirement System provides a number of benefits to the employee and the details of the program can be obtained from the City Recorder. Police officers are enrolled in the Utah State Public Safety Retirement System. State retirement benefits begin at the date of employment.

(b) The City provides a supplemental retirement program. The terms of the supplemental retirement program are as follows:

(1) Those eligible:

(i) All full-time employees except sworn police officers who participate in the Utah State Retirement System and the City Manager and Fire Chief who participate in their respective ICMA RC Retirement System and are not part of the regular Utah State Retirement System.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

- (ii) Employees must complete one (1) full year of employment with Farmington City.
- (2) Standard Supplemental Benefit.
 - (i) 1% of the employee's base compensation for non-exempt employees.
 - (ii) 3% of the employee's base compensation for exempt employees. The contribution is made into the City's 401a Plan.
- (3) Matching Supplemental Benefit. An additional benefit up to 2% of the employee's base compensation is available to qualified employees who equally match the City's contribution. The City's portion is deposited into its 401a Plan while the employee may choose to deposit their matching amount into either the ICMA or the Utah State Retirement Systems 401k or 457 plans.
- (4) When the employee becomes eligible for the City's RHS Plan, the City's match and the employee's match will then go into the RHS Plan. Once the 10 years are passed in the RHS Plan, the City and employee can then put matching funds back into their respective funds as before.
- (5) Details of this plan are available upon request from the City Recorder. Part-time firefighters are eligible for City contributions towards the City's Retirement Health Savings Plan. A deferred compensation plan is also available to regular full-time or part-time employees who voluntarily wish to participate. Under this program, eligible employees may defer part of their salary to a qualified I.R.C. §§ 457 or 401(k) plan as an investment enhancement for retirement. All employees of the City contribute to the O.A.S.I., or Social Security program as administered by the Federal Government. This is a system of retirement benefits based on equal employer and employee contributions to public insurance reserves.

9.140 Unemployment Insurance.

The City participates in the State Unemployment Insurance Program and each person that terminates may be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the City.

9.150 Workers' Compensation.

- (a) In accordance with State law, Farmington City provides Worker's Compensation Insurance for employees.
- (b) The size of the awards and the conditions connected with these claims are contained in the State laws covering worker's compensation cases. Any injury occurring on the job are to be reported to the supervisor immediately, and forms prescribed by the State Industrial Commission and the City are to be completed and submitted to the City Recorder in accordance with the injury reporting procedures set forth in Chapter 15 of these Policies and Procedures.
- (c) It is the intent and purpose of Farmington City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under Federal law or Utah State law.
- (d) Employees qualifying for workers' compensation benefits may select one of the following leave and compensation options:

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

(1) Leave Without Pay. The employee may receive and retain compensation from the workers' compensation benefits and take leave without pay for the period of the absence, to the extent permitted by these policies; or

(2) Sick Leave. The employee may utilize and receive compensation from the City for accrued sick leave for the absence, provided, the employee submits the full amount of the compensation received by the employee from workers' compensation benefits to the City; or

(3) Vacation Leave. The employee may utilize and receive compensation from the City for accrued vacation leave for the absence and receive and retain compensation from the workers' compensation benefits.

(e) Under no circumstances shall an employee be permitted to receive more income than his or her regular pay check, unless on vacation leave.

(f) Employees receiving workers' compensation benefits must provide a medical release from their doctor in order to return to full employment status with the City.

9.160 Cafeteria Flex-Plan.

Eligible employees may choose to participate in the City's voluntary Cafeteria Flex-Plan Program. An employee may elect to reduce his or her bi-weekly compensation by a pre-determined amount decided annually. The amount voluntarily reduced bi-weekly is deposited in a non-interest bearing escrow account for the purpose of reimbursing employee expenses that qualify under the IRS Code § 125. Such eligible expenses may include, but are not necessarily limited to the following: health and dental insurance premiums; medical expenses including insurance co-payments; doctor and hospital charges and prescribed medicines; child care; etc. The City pays for the administrative cost of using this benefit. Unspent funds in the escrow account are forfeited to the City as mandated by IRS rules. The City of Farmington accepts no legal responsibility for its employees if for any reason their claims for reimbursement do not meet IRS qualifying regulations. Interested eligible employees may contact the City Recorder for additional information.

**FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES**



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 26, 2013

SUBJECT: **WETLAND STUDY**

RECOMMENDATION

Approve the enclosed scope of work and contractual agreement with Frontier Corporation USA to prepare and complete a preliminary wetland assessment report, and authorize the Mayor to sign the same.

BACKGROUND

The City's Master Transportation Plan as long identified a future minor collector road connecting Lagoon Drive by the Chevron to the US 89 one-way frontage road near the "blue barn". A possible alignment for this collector street is unclear due to certain physical characteristics of the property including but not limited to the possibility of wetlands in the area. It is proposed that the City contract with Frontier Corp to perform a preliminary wetland assessment report. The report is not intended to be submitted to the Corps of Engineers, but is for planning purposes only. A more detailed study is necessary for a formal wetland delineation and is not included as part of the proposed scope of work (see enclosure). Hopefully, the study will bring, or enable, more certainty to the area for the City and the property owners. Frontier has previously done work for the City, and they did a good job, and they come recommended by the City Engineer.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



April 4, 2013

Dave Petersen
Farmington City Community Development Director
P.O. Box 160
Farmington, UT 84025

Subject: Approximately 78-Acre Study Area
East side of Interstate High 15 and North side of Park Lane
Farmington City, Davis County, Utah
Preliminary Wetlands Assessment Study Proposal and Cost Estimate

Dear Mr. Petersen:

Frontier Corporation USA (Frontier) is pleased to submit this proposal and cost estimate to complete a preliminary wetlands assessment study for an approximately 78-acre study area located in Farmington, Utah. The study area consists mostly of undeveloped pasture land that is situated on the east side of Interstate Highway 15 (I-15) and the north side of Park Lane. A copy of the site location map that you provided is attached to this letter for reference. The study area consists of several individual property parcels owned by separate property owners. Farmington is assisting the property owners in evaluating the future development of this area and placement of city roads and utility infrastructure.

Historically, the study area has been irrigated for farmland and livestock pasture. It is assumed that irrigation has been active in recent years. The National Wetland Inventory (NWI) mapping data and previously mapping studies done by Frontier for the City show the presence of wetlands within the boundaries of the 78-acre study area.

The purpose of the study is to assess the presence and locations of potential wetlands and problem areas within the Project Area. Our scope-of-work, schedule and cost estimate are based on our recent telephone conversations, review of recent aerial imagery on GoogleEarth and our previous work experience in the general Farmington City locale.

Scope-of-Work

Frontier will perform field work to inspect the 78-acre study area and identify the presence of wetland-dominated plant communities with evidence that natural sources of wetland hydrology may be present. These areas will be identified as "potential wetlands." Areas with wetland plants that appear to be sustained by irrigation or other man-made sources of water will be identified as "problem areas." The approximate locations of potential wetlands and problem areas will be marked on aerial photography field maps. The marked boundaries will be digitized and incorporated into a GIS database. The database will be used to create a preliminary wetland delineation map(s) and to calculate the approximate acreage of potential wetland areas and problem areas. The digitized

Frontier Corporation USA
221 N. Gateway Drive, Suite B
Providence, Utah 84332
(435) 753-9502
FAX 753-9534

Dave Petersen
April 4, 2013
Page 2 of 4

wetland boundary data will be overlaid with recent aerial imagery obtained from the Utah Automated Geo-Reference Center (AGRC) to produce a preliminary wetland delineation map.

The purpose of this map is for planning purposes only, and will not be done at the level of detail necessary for a formal US Army Corps of Engineers wetland delineation. This map will be used to estimate the acreage of potential wetland areas, and to show their approximate locations within the Project Area. Frontier will also preliminarily assess whether the potential wetland areas or problem areas are isolated or have a significant nexus or surface water connections to navigable waters (i.e., the Great Salt Lake).

Frontier will prepare a preliminary wetland assessment report. This will be a brief report that will describe the locations and types of wetland and upland plant communities that are present, including the probable sources of water that are supporting the wetland vegetation. The report will include a preliminary assessment of whether wetland vegetation would be present in the absence of the man-made sources of water that have been introduced to the study area. The report will also include a preliminary assessment of the study area's connectivity (or lack thereof) to the Great Salt Lake or other waters of the U.S. that would establish a regulatory nexus to jurisdictional waters. An electronic PDF copy of the report will be emailed to you for your distribution and review with various property owners.

The purpose of the preliminary wetland assessment report is for planning purposes only. The preliminary wetlands assessment report is not intended to be submitted to the Corps of Engineers for regulatory permitting. A more detailed level of data collection, hydrologic evaluation and site documentation that would be required for a formal wetland delineation is not included in this scope-of-work. A formal delineation would have to be completed and approved by the Corps of Engineers in order to obtain a Section 404 Permit to fill wetlands that would fall under the Clean Water Act regulations. A formal delineation would include a more detailed evaluation of the presence of natural vs. man-made sources of water, and documentation of a significant nexus or surface water connection to the Great Salt Lake.

The Scope-of-Work includes one workshop meeting with City and property owners to review the results of the preliminary wetlands report and mapping.

Schedule

Frontier will be available to begin work upon receipt of an executed professional services agreement and a notice-to-proceed. Frontier will complete the work in a timely manner to the best of its abilities. The preliminary wetlands assessment report would be completed this spring as soon as new vegetative growth is sufficient for plant identification. Assuming normal spring conditions, site conditions should be suitable for field work beginning the week of April 8. Pending favorable weather conditions, it will take Frontier approximately 5 to 7 work days to complete the preliminary assessment report once the fieldwork is completed. For the purposes of our schedule and cost

Dave Petersen
April 4, 2013
Page 3 of 4

estimate, it is assumed that Frontier will have unrestricted access to the entire 78-acre study area.

Cost Estimate and Payment Terms

Frontier will complete the preliminary wetland assessment for a fixed fee cost of \$4,400. Frontier will send an invoice to Farmington City (hereafter "Client") for the sum of the fixed fee after the preliminary wetlands assessment report has been completed and submitted to "Client". No copies of the report will be submitted by Frontier to the Corps of Engineers or other third part entities. "Client" agrees to submit full payment for the balance of the fixed fee, which shall be due and payable 30 days from invoice mailing date. Amounts past due shall bear interest at the rate of one and one-half percent (1.5%) interest per month from due date until paid.

Contractual Agreement

Frontier shall do all things and provide everything reasonably necessary to accomplish the preliminary wetlands assessment study as described in the above Scope-of-Work. It is assumed that "Client" will cooperate and assist Frontier when and if reasonably required to accomplish such objectives, including notification to land owners and/or renters for permission to enter onto the study area parcels to collect wetland mapping data and photo-document site conditions.

The parties to this Agreement recognize, acknowledge and agree that the work contracted in this Agreement may be terminated at any time by any party to this Agreement for any reason, with or without cause. The parties mutually stipulate and agree that any termination of this Agreement, however, notwithstanding the right to terminate it with or without cause, shall be exercised only upon thirty (30) days written notice to each and every other party to this Contract. In the event of termination by "Client", "Client" agrees to pay Frontier for all costs incurred to date of termination, including all costs associated with uncancelable obligations made in connection with the performance of this agreement.

Failure on the part of Frontier or "Client" to timely enforce any condition or provision of this Agreement shall not be deemed to be a waiver of such condition or provision, except to the extent that the same is expressly waived or consented to in writing by the party entitled to enforcement thereof.

Both Frontier and "Client" agree that the courts of Cache County, Utah, shall have original, exclusive jurisdiction of disputes arising hereunder. Upon "Client"'s written request, Frontier shall provide written certification of its Workers Compensation, General Liability, and Professional Liability insurances.

To accept this Scope-of-Work, Schedule, Cost Estimate, Payment Terms, and Contractual Agreement, please provide Farmington City's authorizing signature in the spaces provided below and mail the original hard copy signature to my attention at the office address indicated on our letterhead, or email a signed copy to my attention at dwenger@frontiercorp.net.

Dave Petersen
April 4, 2013
Page 4 of 4

Thank you for the opportunity to assist Farmington City with a wetlands assessment for the planned development of this study area. We very much appreciate your confidence in our environmental expertise.

Please call me if you have any questions about our proposal or cost estimate.

Sincerely,

Frontier Corporation USA



Dennis C. Wenger
Senior Wetland Ecologist
Principal

Authorization for Frontier Corporation USA to proceed with the preliminary wetlands assessment study for an approximately 78-acre study area located in Farmington City, Davis County, Utah is approved by the below agent of Farmington City:

Name (Print)

Title

Date

Signature



Farmington City

78.38 acres





FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 26, 2013

SUBJECT: **SESSIONS BUILDING**

RECOMMENDATION

Approve the enclosed CDBG agreement between Davis County and Farmington for the exterior facade of the Sessions building, located at 7 East State Street, that will benefit low- and moderate-income Davis County residents.

BACKGROUND

Several months ago the City was awarded Community Development Block Grant funds to remove the metal (and possibly the rock) facade on the Sessions building located on the northeast corner of State and Main, and to restore the brick work where practical. Davis County is the administrator of these federal funds. Accordingly, we received an agreement from them for our consideration and approval regarding this project. Work should start on the building later this Spring.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



Planning Department

Davis County Administration Building, room 304
P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3279 Fax: (801) 451-3281
Barry Burton, Director

March 27, 2013

Dave Peterson
Community Development Director
Farmington City
160 South Main St.
Farmington, Utah 84025

Dear Dave,

Enclosed is one copy of the Community Development Block Grant (CDBG) agreement between Davis County and Farmington in the amount of \$20,000.00 for exterior façade improvements to the historic Sessions Building, located at 7 East State Street, Farmington, that will benefit low- and moderate-income Davis County residents.

Please have the Mayor sign the agreement, then notarize and return to me. I will then process the agreement and send you an original once it is approved by the County Commission.

In the meantime I will be working on the environmental review and will be contacting your office for information.

If you have any questions about the agreement, please call me at 801-451-3276.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Johnson', is written over the printed name.

Greg Johnson
Grant Program Coordinator
801-451-3276
gcjohnson@daviscountyutah.gov

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
FARMINGTON CITY
FAÇADE IMPROVEMENTS - SESSIONS BUILDING**

CONTRACT PARTIES: This Agreement is made by and between **DAVIS COUNTY**, a body corporate and politic of the state of Utah, hereinafter "County," and **FARMINGTON CITY**, a municipal corporation of the state of Utah, hereinafter "Subgrantee," and is dated the date that the County Clerk/Auditor attests the applicable County signature (which date shall be the recordation date).

WHEREAS, the parties are desirous of entering into an agreement pursuant to the regulations of the U.S. Department of Housing and Urban Development', hereafter (HUD), Community Development Block Grant, 24 CFR Part 570, hereinafter "CDBG"; and

WHEREAS, the parties are desirous of providing certain grant monies to Subgrantee for qualified activities under the CDBG program to benefit low- and moderate-income residents of County;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

TERMS

1. **PURPOSE:** The purpose of this Agreement is to provide funding for external façade improvements to restore historic elements to the Sessions Building located at 7 East State Street, Farmington, Utah constructed by Subgrantee that meets the CDBG national objective of benefitting low- and moderate-income persons.

2. **CONTRACT TERM:** The term of this Agreement shall run from July 1, 2012, to June 30, 2014. All work performed by Subgrantee under this Agreement shall be performed within the dates of this term in order to be reimbursable by County. All costs which are incurred on the project by Subgrantee after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the project shall be eligible for reimbursement and payment hereunder. Subgrantee may request in writing that the term be extended by amendment to this Agreement.

3. **SCOPE OF SERVICES:** Subgrantee shall perform, or cause to be performed, all work required for the project described generally in Paragraph 1 above and, in that performance, Subgrantee shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The project shall be performed in a manner satisfactory to County and in accordance with the provisions as set forth in Exhibit "A," which is attached hereto and by this reference incorporated herein, and Subgrantee shall report to County accomplishments on a quarterly basis.

4. **BUDGET:**

A. County shall provide an amount not to exceed twenty thousand dollars (\$20,000.00) for work as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "B," which is attached hereto and by this reference incorporated herein.. All proposed changes in the total amount of the budget under this Agreement that would increase or decrease the total amount of funding specified in Exhibit "B", or result in a

DAVIS COUNTY CDBG AGREEMENT 2012-14

change of scope, location or beneficiaries of the project shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement.

B. Subgrantee must make a concerted good-faith effort to expend the total amount specified in Exhibit "B" within the contract term noted in paragraph 2 above. Subgrantee's costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subgrantee for any extra costs or overruns on the project, or any additional funding in excess of the total amount stated above without prior written amendment of the Agreement.

C. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subgrantee for project costs as specified in Exhibit "A" by the end of the contract term, as that period may have been extended or otherwise changed, Subgrantee shall refund, release or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the contract term or refunded, released or transferred to County shall be reallocated by County. Subgrantee shall be eligible to apply for these funds but shall have no greater claim or priority than any other applicant.

D. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subgrantee shall, upon notice from County, immediately modify or reduce the scope of work, or cease expenditures hereunder.

5. **NOTICES:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COUNTY: Greg Johnson
Grant Program Coordinator
61 South Main Street, Room 304
PO Box 618
Farmington, UT 84025

SUBGRANTEE: David Millheim, City Manager
Farmington
160 South Main Street
Farmington, Utah, 84025

6. GENERAL CONDITIONS:

A. **GENERAL COMPLIANCE:** Subgrantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that (1) Subgrantee does not assume County's environmental responsibilities described in 24 CFR 570.604 and (2) Subgrantee does not assume County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subgrantee also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Subgrantee

DAVIS COUNTY CDBG AGREEMENT 2012-14

further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. INDEPENDENT CONTRACTOR: The relationship of County and Subgrantee under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subgrantee of employer and employee, partners or joint venturers.

The parties agree that Subgrantee's obligations under this Agreement are solely to County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

C. INDEMNIFICATION: Both parties are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.*, Utah Code Ann. (2008), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

D. INSURANCE: During the term of this Agreement, including all renewal or additional terms, Subgrantee shall, at its sole cost and expense, maintain either:

A self-insurance program pursuant to Section 63G-7-801 of the Governmental Immunity Act, Utah Code Ann. (2008), with coverage up to the limits stated at Section 63G-7-604;

—OR—

Must secure and maintain the following minimum insurance coverage:

1) GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:

- a. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.
- b. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

- (i) Currently rated A- or better by A.M. Best Company;

—OR—

DAVIS COUNTY CDBG AGREEMENT 2012-14

- (ii) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.
 - c. Subgrantee shall furnish certificates of insurance, acceptable to County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
 - d. In the event any work is subcontracted, Subgrantee shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of the Subgrantee hereunder.
 - e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subgrantee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
 - f. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to County in a manner approved by the Davis County Attorney.
 - g. In the event Subgrantee fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subgrantee for the costs of said insurance.
- 2) REQUIRED INSURANCE POLICIES: Subgrantee agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:
- a. Workers' compensation and employer's liability insurance sufficient to cover all of Subgrantee's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subgrantee shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subgrantee's workers compensation insurance.)
 - b. Commercial general liability insurance with County endorsed to the policy, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect County, Subgrantee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subgrantee's operations under this Agreement, whether performed by Subgrantee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

DAVIS COUNTY CDBG AGREEMENT 2012-14

- c. If Subgrantee shall operate a motor vehicle in connection with any services funded by this Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

E. BOND REQUIREMENTS: If the project(s) involves construction or rehabilitation costing \$25,000 or more, Subgrantee shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. The bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subgrantee. The bonds shall remain in effect until completion of the project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

F. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS: Subgrantee, its representatives, subcontractors, successors and assigns, shall administer this Agreement in compliance with all applicable federal, Utah State, and Davis County laws, ordinances, and regulations, or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.

G. LIMITED ENGLISH PROFICIENCY: Subgrantee shall prepare, maintain, and implement a Language Assistance Plan to ensure meaningful access to its programs and activities by limited English proficient persons in compliance with the Department of Housing and Urban Development "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice" in the Federal Register on January 22, 2007.

H. AMENDMENTS: Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments may be authorized and given by County as provided below.

1) County may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subgrantee.

2) All adjustments or extensions of time proposed for the performance of this Agreement shall be requested in writing by Subgrantee and be submitted to County for processing. All such requests must be received prior to the termination date set forth in this Agreement or in any subsequent valid amendments or extensions to the Agreement

DAVIS COUNTY CDBG AGREEMENT 2012-14

in force at the time of the request. Upon approval, County shall add the signed, written endorsement to Subgrantee's letter of request granting the adjustment or extension and that letter shall be numbered and identified as a duly authorized written amendment of this Agreement.

I. TERMINATION: Either party may terminate this Agreement for convenience at any time, as set forth at 24 CFR Section 85.44, by giving thirty-(30)-days written notice to the other party of such termination. Partial terminations of the project(s) may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subgrantee under this Agreement shall, at the option of County, become the property of County, and Subgrantee shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 24 CFR Section 85.43, if Subgrantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subgrantee ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

J. PERFORMANCE MEASUREMENTS: Subgrantee shall comply with all reporting requirements established by the federal government for HUD to ensure County has access to the data necessary to meet the standards of the Government Performance and Results Act (GPRA) of 1993 that holds all federal agencies accountable for establishing goals and objectives and measuring achievements. Subgrantee shall meet this requirement through the submission of quarterly performance and/or progress reports to County as outlined in Paragraph 7(C)(6) of this Agreement.

K. INFORMATION: County and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

L. GRANTOR RECOGNITION: Subgrantee shall insure recognition of the role of HUD funds in providing services through this Agreement. All activities, facilities and items funded under this Agreement shall be prominently labeled as HUD being the funding source. In addition Subgrantee shall reference the HUD support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS:

A. FINANCIAL MANAGEMENT:

1) UNIFORM ADMINISTRATIVE REQUIREMENTS: Subgrantee and its agencies or instrumentalities, and subgrantees shall comply with the applicable uniform administrative requirements set forth at 24 CFR Section 570.502(a), and with the policies, guidelines, and requirements of OMB Circulars A-87 and A-133.

2) OTHER REQUIREMENTS: Subgrantee shall comply with the program requirements set forth at 24 CFR Section 570.600 - .603 and Section 570.605 - .614. Subgrantee shall **not** be required to assume the environmental responsibilities described at 24 CFR Section 570.604 or the review process under 24 CFR Part 52.

DAVIS COUNTY CDBG AGREEMENT 2012-14

3) FINANCIAL MANAGEMENT: Subgrantee agrees to comply with the financial and program management standards set forth at 24 CFR Part 85 and specified in 24 CFR Section 570.502(a) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

4) COST PRINCIPLES: Subgrantee, as specified in 24 CFR Section 570.502(a), shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, or Indian Tribal Governments." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING:

1) RECORDS TO BE MAINTAINED: Subgrantee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
- c. Appropriate records detailing activities as identified in the Scope of Services (Exhibit A);
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) RETENTION: Subgrantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, or if there are claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) CLIENT DATA: Subgrantee shall maintain records demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4) DISCLOSURE: Subgrantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subgrantee's responsibilities with respect to services provided under this contract, is prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

DAVIS COUNTY CDBG AGREEMENT 2012-14

5) CLOSE-OUTS: Subgrantee's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subgrantee has control over CDBG funds, including program income.

6) AUDITS AND INSPECTIONS: All Subgrantee records with respect to any matters covered by this Agreement shall be made available to County, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subgrantee within 30 days after receipt by Subgrantee. Failure of Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subgrantee shall, no later than 180 days after the end of Subgrantee's fiscal year, provide County with a copy of its most recent financial audit. Said audit shall be prepared by an independent auditor in compliance with guidelines for financial and compliance audits of federally assisted programs as contained in OMB Circular A-133.

C. REPORTING AND PAYMENT PROCEDURES:

1) PROGRAM INCOME: Program income received by Subgrantee is to be returned to County or retained by Subgrantee in accordance with provisions enumerated in 24 CFR Section 570.503 and 570.504(c). Where program income is to be retained by Subgrantee, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A"—Scope of Services of the Agreement and all provisions of the written Agreement shall apply to the specified activities. When Subgrantee retains program income, transfer of grant funds by County to Subgrantee shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to County as required by 24 CFR Section 570.503(b)(8).

- a. Subgrantee shall meet the requirements set forth in 24 CFR 570.504(c). At the end of the program year, County requires remittance of all interest earned on program income balances (including investments thereof) held by Subgrantee as required by the provisions at 570.500(b).
- b. Subgrantee must track all interest earned on program income balances. The total amount of interest earned must be reported to County as of June 30 of each year. Funds must be maintained in a separate account in the event return of said funds must be remitted to HUD as per 570.504(b)(2)(iii). Subgrantee is liable for any funds required to be remitted under 570.504(b)(2)(iii).

2) BILLINGS: Subgrantee shall submit a billing to County not more often than monthly. Each billing shall include documentation of all expenses to be reimbursed by County (i.e., employee time sheets showing hourly distribution of time spent according to activities outlined in Exhibit "A," vouchers, invoices, and receipts). Additionally, verification that disbursements have been made must be provided (i.e., canceled checks

DAVIS COUNTY CDBG AGREEMENT 2012-14

or bank statements). Subgrantees will have thirty (30) days from the expiration date of this Agreement to submit a final billing for reimbursement. No billings received after July 31, 2014 will be processed.

3) METHODS OF DISBURSEMENT:

- a. Subgrantee may request disbursement from County of that part of the funding amount stated in Exhibit "B" either on the basis of a lump sum reimbursement of the project costs upon completion, or on the basis of periodic reimbursement payments during the course of the project as the funds for that project are expended.
- b. A request by Subgrantee for either a lump sum or for periodic reimbursement payments on a project shall be in a form and content as prescribed by County and shall be submitted to County for review and a determination of eligibility for payment. Upon approval by County, the request shall be submitted to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subgrantee on the project during the period for which payment is requested.
- c. Prepayment of the funds stated in Exhibit "B" or a partial advance of funds to Subgrantee for a project may be made by County if the nature of the project or unusual circumstances justify such request. Any prepayment or advance payment made hereunder must be justified in writing by Subgrantee and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subgrantee and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subgrantee accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subgrantee.
- d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by Subgrantee.
- e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the project shall be approved, allowed or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the amendment provisions of this Agreement.

4) INELIGIBLE EXPENSES: Subgrantee expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, or because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to Subgrantee shall be immediately refunded to County. Subgrantee further agrees that County shall have the right to withhold any or all subsequent payments under this Agreement to Subgrantee until the recovery of overpayments or ineligible payments is made. If Subgrantee fails to timely reimburse County for ineligible

DAVIS COUNTY CDBG AGREEMENT 2012-14

expenses, Subgrantee shall be liable for County's attorney's fees and costs associated with County's actions to collect said reimbursements.

5) PUBLIC INFORMATION: Except as identified in writing and expressly approved by County, Subgrantee agrees that the original application, Agreement and related sales orders, invoices, and other expense documentation will be public documents and may be available for public distribution in accordance with the Utah State Government Records Access and Management Act.

6) REPORTS: Subgrantee shall submit to County performance/progress reports with each request for disbursement on forms acceptable to County. Subgrantee shall also maintain records and submit four quarterly reports plus an annual report. The quarterly reports shall be due to County no later than October 31, 2012, January 31, 2013, April 30, 2013, and July 31, 2013, October 31, 2013, January 31, 2014, April 30, 2014, and July 31, 2014. In addition to the quarterly reports, the annual report shall also be due no later than July 31, 2013, and July 31, 2014. These reports shall include data on performance measurements, income and racial origin, the location of households assisted, on-site inspections made to determine compliance with housing codes and any other pertinent information as required under this Agreement. County, at its discretion, may withhold payments if Subgrantee does not submit its quarterly performance reports on time.

D. PROCUREMENT:

Subgrantee shall procure all materials, property or services in accordance with Procurement Standards set forth in 24 CFR 85.36. In the event the procurement standards of Subgrantee are more restrictive than the above cited regulations, the more restrictive standards and requirements will apply.

E. USE AND REVERSION OF ASSETS:

As provided in 24 CFR 570.503(b)(7), upon the expiration or termination of this Agreement, Subgrantee shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any amounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subgrantee that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

1) ACQUIRED WITH CDBG FUNDS: All real property acquired by Subgrantee in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet the national objective of benefitting low and moderate income persons.

2) IMPROVED WITH CDBG FUNDS: All property improved in whole or part with CDBG funds must be used to benefit low and moderate income persons in accordance with the following timetable:

- a. All properties receiving improvement funds between \$12,500 and \$99,999 must be used for eligible activities for five (5) years;

DAVIS COUNTY CDBG AGREEMENT 2012-14

- b. All properties receiving improvement funds between \$100,000 and \$199,999 must be used for eligible activities for ten (10) years; and
- c. All properties receiving improvement funds of \$200,000 or more must be used for eligible activities for fifteen (15) years.

The threshold amounts set forth above are cumulative, based on the total CDBG funding provided to Subgrantee under this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. If Subgrantee is a participating municipality within the urban county CDBG program, the five-year period begins after the municipality has ended its participation in the program, or is no longer considered by HUD to be part of the urban county; otherwise the use periods set forth above do not commence until closeout of the final Agreement under which Subgrantee receives such acquisition or improvement funds.

3) CHANGE OF USE: If Subgrantee desires to change the use of real property covered by this policy during the applicable period noted above, it must do the following:

- a. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
- b. Ensure that the new use meets a CDBG national objective, or reimburse County's CDBG program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, and improvements to, the property.

8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT: Subgrantee agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirement of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subgrantee shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subgrantee also agrees to comply with applicable local ordinances, resolutions and policies concerning the displacement of persons from their residences.

9. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES: Subgrantee represents that it has not: (1) provided an illegal gift or payoff to a County officer or employee or former County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA), or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a County officer or employee or former County officer or employee to breach any of the ethical standards set forth Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA).

DAVIS COUNTY CDBG AGREEMENT 2012-14

10. PERSONNEL AND PARTICIPANT CONDITIONS:

A. CIVIL RIGHTS:

1) COMPLIANCE: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) FAIR HOUSING: Subgrantee agrees to comply with 24 CFR 570.601, Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; and Executive Order 11063.

3) LIMITED ENGLISH PROFICIENT PERSONS: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1, including Title VI prohibition against national origin discrimination affecting limited English proficient persons.

4) NONDISCRIMINATION: Subgrantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

5) LAND COVENANTS: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6) SECTION 504: Subgrantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and implementing regulations when published for effect [24 CFR Part 8], which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. AFFIRMATIVE ACTION: Subgrantee agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

1) WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE): Subgrantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

DAVIS COUNTY CDBG AGREEMENT 2012-14

2) ACCESS TO RECORDS: Subgrantee shall maintain thorough records of all business transactions and shall give County and HUD, through any authorized representatives, access to and the right to examine all records, books, papers or documents to all Subgrantee operations funded in whole or in part under this Agreement for a period of four (4) years following the termination of this Agreement.

3) EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION (EEO/AA) STATEMENT: Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of Subgrantee, state that it is an Equal Opportunity or Affirmative Action employer.

4) SUBCONTRACT PROVISIONS: Subgrantee will include the provisions of Paragraph 10, Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS:

1) PROHIBITED ACTIVITY: Subgrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) LABOR STANDARDS: Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

Subgrantee agrees to comply with the labor standards requirements as set forth in Section 110(a) of the Act (40 U.S.C. 327 *et seq.*) and HUD regulations issued to implement such requirements at 24 CFR Part 570.603 for non volunteer labor and 24 CFR Part 70 for volunteer labor. Subgrantee agrees to comply with the requirements of 24 CFR 570.609 regarding the prohibition of use of debarred, suspended or ineligible contractors or Subgrantees in any contract.

3) SECTION 3 CLAUSE: Subgrantee agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Subgrantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. Subgrantee further agrees to comply with the following Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701).

DAVIS COUNTY CDBG AGREEMENT 2012-14

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subgrantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, where feasible.

D. CONDUCT:

1) NON-ASSIGNABILITY: Subgrantee shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of County thereto.

2) SUBCONTRACTS:

- a. Approvals: Subgrantee shall not enter into any agreements with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
- b. Monitoring: Subgrantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content: Subgrantee shall cause all provisions of this Agreement in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.
- d. Selection Process: Subgrantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.
- e. Debarment and Suspension: No subcontract shall be made to parties on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

3) HATCH ACT: Subgrantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4) CONFLICT OF INTEREST: Subgrantee shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other

DAVIS COUNTY CDBG AGREEMENT 2012-14

ties. Subgrantee shall disclose to County any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of County or Subgrantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Subgrantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. Subgrantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Subgrantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of County, Subgrantee, or any designated public agency.

5) LOBBYING: No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87].

6) RELIGIOUS ACTIVITIES: Subgrantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

7) DRUG-FREE WORKPLACE: Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. Section 701, Subgrantee certifies that it will provide a drug-free workplace in accordance with the Act and with rules found at 24 CFR Part 24, Subpart F.

8) EXCESSIVE FORCE: Subgrantee agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law-enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring

DAVIS COUNTY CDBG AGREEMENT 2012-14

entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. ENVIRONMENTAL CONDITIONS:

A. Subgrantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Subgrantee agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

B. ENERGY EFFICIENCY STANDARDS: Subgrantee agrees to comply insofar as they apply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163] [24 CFR 85-36(i)(13). See also 24 CFR Part 39].

C. FLOOD DISASTER PROTECTION: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subgrantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. LEAD-BASED PAINT: Subgrantee agrees to comply insofar as they apply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4821-4846.]. Subgrantee shall comply with said regulations implemented at 24 CFR 570.608.

E. HISTORIC PRESERVATION: Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

12. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. WAIVER: County's failure to act with respect to a breach by Subgrantee does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between County and Subgrantee for the scope of services and its terms and conditions. No verbal agreements

DAVIS COUNTY CDBG AGREEMENT 2012-14

or conversations with any officer, agent or employee of County prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon County.

15. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the remote event that HUD should, for any reason, reduce or eliminate County's funding under the CDBG Agreement, County reserves the right to renegotiate the amount of compensation due Subgrantee for the activities funded as provided herein, or to terminate this Agreement at County's discretion. Further, County reserves the right to reduce the amount of the grant allocation hereunder or to terminate this Agreement at County's discretion when County's fiscal monitoring indicates Subgrantee's rate of expenditure will result in unspent funds at the end of the program year.

16. SETOFF: Notwithstanding any provision appearing to the contrary, Subgrantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Subgrantee. County may withhold payment of compensation to Subgrantee for the purpose of setoff until such time as the exact amount of damage incurred by County that would be due from Subgrantee is determined and paid. Such damages may include HUD's disqualification of activities funded because of Subgrantee's failure to properly administer the same.

17. NO THIRD PARTY BENEFICIARIES: Subgrantee's obligations are solely to County and HUD and County's obligations are solely to Subgrantee and HUD. This Agreement shall confer no third party rights whatsoever other than those between the parties hereto and HUD.

18. SUCCESSORS: Subgrantee covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

19. AMBIGUITY: Any ambiguity in this Agreement shall be construed in favor of County.

20. ENFORCEMENT OF THE AGREEMENT: In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Subgrantee materially fails to comply with any of the terms of this Agreement. County may require Subgrantee to repay funds disbursed to Subgrantee if it is determined Subgrantee has breached the provisions of this Agreement. County may permit the Agreement to be terminated for convenience in accordance with 24 CFR 85.44.

21. GOVERNING LAW: This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties are signing this Agreement as of the date stated in the introductory clause.

DAVIS COUNTY, UTAH:

BY: _____
John Petroff, Jr., Chair
Board of Davis County Commissioners

DAVIS COUNTY CDBG AGREEMENT 2012-14

DATE: _____

ATTEST:

BY: _____

Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form
Davis County Attorney's Office

Date: _____

By: _____

FARMINGTON CITY

BY: _____

Scott C. Harbertson
Mayor

DUNS Number: 05-153-7033

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Scott C. Harbertson, the Mayor of Farmington City, a Utah municipal corporation.

NOTARY REPUBLIC, Residing in
Davis County, Utah

DAVIS COUNTY CDBG AGREEMENT 2012-14

FARMINGTON CITY

FAÇADE IMPROVEMENTS TO SESSIONS BUILDING

Exhibit "A" – Scope of Work

Purpose and Nature of Work

Subgrantee is a municipal corporation that will rehabilitate the exterior façade of the historic Session Building, located at 7 East State Street for historic preservation that benefits low- and moderate-income persons in the neighborhood.

Tasks

Subgrantee will use the CDBG funds it receives, as outlined in Exhibit "B" Budget, for rehabilitation activities that may include: removing the existing metal siding and stonework, and restoring original brickwork, masonry, ornamental metalwork, parapet and exterior windows.

Level of Services

Subgrantee anticipates benefitting LMI residents of Farmington with the funds it receives from County.

Performance Schedule

Construction activities will be performed within the terms of this Agreement: July 1, 2012 to June 30, 2014.

The construction activities address the following national objective of the CDBG program: activities benefitting low- and moderate-income persons [24 CFR 570.208(a)].

The eligible activity for these programs is public facilities and improvements [24 CFR 570.201(c)].

Exhibit "B" – Budget

Davis County will contribute an amount not to exceed \$20,000.00 from its 2012-13 Community Development Block Grant allocation as follows:

Rehabilitation Activities to Sessions Building		
Façade improvements	Davis County portion	\$ 20,000.00
TOTAL		<u>\$ 20,000.00</u>

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

S U B J E C T: Resolution Adopting the Tentative Budget for Fiscal Year 2014

ACTION TO BE CONSIDERED:

Approve enclosed resolution adopting tentative budget for FY2014.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 26, 2013

Subject: **APPROVE RESOLUTION ADOPTING TENTATIVE BUDGET FOR FY 2014**

RECOMMENDATIONS

Approve enclosed resolution adopting tentative budget for FY 2014.

BACKGROUND

By law the City is to adopt a tentative budget on the first City Council meeting in May for the upcoming new fiscal year. Enclosed is the tentative budget with the changes made from the April 30 budget work session. Another budget work session is scheduled for May 14, to finalize the FY 2014 budget. It also sets the public hearing date for the budget before it is adopted, which will be June 18, 2013.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

RESOLUTION NO. 2013-

**A RESOLUTION ADOPTING THE FARMINGTON CITY TENTATIVE
BUDGET FOR FISCAL YEAR 2013-2014**

WHEREAS, pursuant to State law, a tentative budget has been delivered to the Farmington City Council for consideration; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

Section 1. Adoption of Tentative Budget. The Farmington City Council hereby adopts the tentative budget for Fiscal Year 2013-2014 which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Setting of a public hearing for final adoption. The Farmington City Council hereby directs staff to provide notice of a public hearing for June 18, 2013, after which hearing the City Council will consider adoption of the final budget on said date.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH THIS 7th DAY OF MAY, 2013.**

ATTEST:

FARMINGTON CITY

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor

FARMINGTON CITY CORPORATION BUDGET

GENERAL FUND BALANCE

BUDGET

	Amended Budget	Proposed Amended Budget	Original Budgeted Unrestricted	Restricted Class C	Restricted Liquor Law	Total Original Budget General Fund
Audited Balance 6-30-12		1,047,256	1,047,256	60,879	23,661	1,131,796
Projected Revenue 6-30-2013		7,579,774	6,592,288	559,900	19,054	7,171,242
Projected Expenditures 6-30-2013		7,337,691	6,565,742	575,500	30,000	7,171,242
Projected Balance 6-30-2013	0	1,289,339	1,073,802	45,279	12,715	1,131,796
	Approved Budget	Recommended Budget	Requested Budget			
Budget Revenue 6-30-2014		6,711,984	6,696,984	560,000	20,000	580,000
Budget Expenditures 6-30-2014		7,181,621	7,464,596	643,000	31,000	674,000
Budget Balance 6-30-2014	0	819,702	521,727	-37,721	1,715	1,253,333

State Required Fund Balance

6,711,984	6,711,984	819,702	12.21%
x 25%	x .05		
1,677,996	335,599		

State Required Fund Balance 6-30-2014

6,711,984	6,711,984
x .25	x .05
1,677,996	335,599

FARMINGTON CITY CORPORATION BUDGET

Fiscal Year Ending 6-30-2014

	<u>Proposed Budget</u>
<u>General Fund Revenues:</u>	
Property Tax	1,630,000
Registered Vehicle Fees	175,000
Sales Tax	2,650,000
Franchise Tax/Fee	1,280,000
Transient Room Tax	5,000
License /permits	513,500
Federal /State Grants	581,000
Public Safety	75,000
Development Fees	57,000
Cemetery Fees	24,700
Shared Court Revenue	200,000
Interest	3,100
Miscellaneous	97,684
	<hr/>
Sub-total	7,291,984
Transfer from other funds	0
Appropriated Fund Balance	563,637
	<hr/>
Total Revenue	<u>7,855,621</u>
<u>General Fund Expenditures:</u>	
Legislative	100,450
Administrative	607,975
Engineering	67,000
Planning / Zoning	548,119
Police	2,026,845
Fire	795,428
Emergency Preparedness	2,500
Inspection	414,113
Streets	846,998
General Government Buildings	450,163
Parks / Cemetery	724,857
General Recreation	358,387
Loan to RDA	0
Miscellaneous	33,000
Transfer to Capital Funds	879,786
	<hr/>
Sub-total	7,855,621
Fund Balance increase	0
	<hr/>
Total Expenditures	<u>7,855,621</u>

FARMINGTON CITY CORPORATION BUDGET

Fiscal Year Ending 6-30-2014

<u>Capital Projects Revenues:</u>		<u>Proposed Budget</u>
#37	Government Bldgs. Improvements	106,714
#38	Street Improvements & Constructions	866,040
#39	Capital Equipment	315,986
#42	Park Improvements	177,000
#43	Fire Protection	75,816
	Appropriated Fund Balance	0
	Total	<u>1,541,556</u>

<u>Capital Projects Expenditures:</u>		
#37	Government Bldgs. Improvements	101,071
#38	Street Improvements & Constructions	863,749
#39	Capital Equipment	301,136
#42	Park Improvement	50,000
#43	Fire Protection	0
	Appropriated Fund Balance Increase	225,600
	Total	<u>1,541,556</u>

<u>Debt. Service Revenues:</u>		
#31	Sales Tax Bond for Police Bldg	50,500
#32	Sale Tax Bond	96,876
#33	L S GO Bond	214,900
#34	Bldg GO Bonds	409,200
#83	S.I.D. 2003-1	18,800
	Appropriated Fund Balance	68,634
	Total	<u>858,910</u>

<u>Debt. Service Expenditures:</u>		
#31	Sales Tax Bond for Police Bldg	76,200
#32	Sale Tax Bond	110,175
#33	L S GO Bond	224,900
#34	Bldg GO Bonds	407,635
#83	S.I.D. 2003-1	40,000
	Fund balance increase	0
	Total	<u>858,910</u>

FARMINGTON CITY CORPORATION BUDGET

Fiscal Year Ending 6-30-2014

<u>Enterprise Funds Revenues</u>	<u>Proposed Budget</u>
Water	1,838,000
Water Development	243,744
Sewer	1,384,500
Garbage	1,172,500
Storm water	785,946
Recreation	782,557
Ambulance Service	259,000
Special Events programs	77,850
Appropriated Fund Balance	3,196,117
Total	<u>9,740,214</u>

Enterprise Funds Expenditures:

Water	3,380,772
Water Development	737,000
Sewer	1,347,888
Garbage	1,256,132
Storm Water	1,803,362
Recreation	780,310
Ambulance Service	354,200
Special Events programs	80,550
Fund Balance increase	0
Total	<u>9,740,214</u>

Fiduciary Funds:

Cemetery Perpetual Care Revenue	10,200
Cemetery Perpetual Care Expenditures	1,200
Cemetery Perpetual Care Capital Expenditures	0
Increase Fund Balance	<u>9,000</u>

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
GENERAL FUND			
TAXES			
10-310-000	TAXES	5,694,000	5,740,000
	Total TAXES:	5,694,000	5,740,000
LICENSES & PERMITS			
10-320-000	LICENSES & PERMITS	875,000	513,500
	Total LICENSES & PERMITS:	875,000	513,500
GRANTS			
10-330-000	GRANTS	591,794	581,000
	Total GRANTS:	591,794	581,000
PUBLIC SAFETY			
10-331-000	PUBLIC SAFETY	76,000	75,000
	Total PUBLIC SAFETY:	76,000	75,000
CHARGES FOR SERVICES			
10-340-000	CHARGES FOR SERVICES	82,900	57,000
	Total CHARGES FOR SERVICES:	82,900	57,000
CEMETERY			
10-341-000	CEMETERY	29,700	24,700
	Total CEMETERY:	29,700	24,700
FINES & FORFEITURES			
10-350-000	FINES & FORFEITURES	180,000	200,000
	Total FINES & FORFEITURES:	180,000	200,000
INTEREST			
10-360-000	INTEREST	6,050	3,100
	Total INTEREST:	6,050	3,100
MISCELLANEOUS REVENUE			
10-361-000	MISCELLANEOUS REVENUE	114,784	97,684
	Total MISCELLANEOUS REVENUE:	114,784	97,684
CONTRIBUTIONS & TRANSFERS			
10-390-000	CONTRIBUTIONS & TRANSFERS	208,500	.00
	Total CONTRIBUTIONS & TRANSFERS:	208,500	.00
FUND BALANCE APPROPRIATION			
10-399-000	FUND BALANCE APPROPRIATION	300,000	563,637

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
Total FUND BALANCE APPROPRIATION:		300,000	563,637
LEGISLATIVE DEPARTMENT			
10-410-000	LEGISLATIVE DEPARTMENT	99,750	100,450
Total LEGISLATIVE DEPARTMENT:		99,750	100,450
ADMINISTRATIVE DEPARTMENT			
10-440-000	ADMINISTRATIVE DEPARTMENT	571,389	607,975
Total ADMINISTRATIVE DEPARTMENT:		571,389	607,975
ENGINEERING DEPARTMENT			
10-480-000	ENGINEERING DEPARTMENT	.00	67,000
Total ENGINEERING DEPARTMENT:		.00	67,000
PLANNING & ZONING DEPARTMENT			
10-500-000	PLANNING & ZONING DEPARTMENT	576,577	548,119
Total PLANNING & ZONING DEPARTMENT:		576,577	548,119
LIQUOR LAW DUI POLICE PATROL			
10-510-000	LIQUOR LAW DUI POLICE PATROL	30,000	31,000
Total LIQUOR LAW DUI POLICE PATROL:		30,000	31,000
POLICE DEPARTMENT			
10-520-000	POLICE DEPARTMENT	1,845,072	1,995,845
Total POLICE DEPARTMENT:		1,845,072	1,995,845
FIRE DEPARTMENT			
10-530-000	FIRE DEPARTMENT	618,300	795,428
Total FIRE DEPARTMENT:		618,300	795,428
EMERGENCY PREPAREDNESS DEPT.			
10-540-000	EMERGENCY PREPAREDNESS DEPT.	4,700	2,500
Total EMERGENCY PREPAREDNESS DEPT.:		4,700	2,500
INSPECTION DEPARTMENT			
10-560-000	INSPECTION DEPARTMENT	411,330	414,113
Total INSPECTION DEPARTMENT:		411,330	414,113
STREETS DEPARTMENT			
10-600-000	STREETS DEPARTMENT	879,681	846,998
Total STREETS DEPARTMENT:		879,681	846,998
GENERAL BUILDINGS DEPARTMENT			
10-610-000	GENERAL BUILDINGS DEPARTMENT	397,150	450,163

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
Total GENERAL BUILDINGS DEPARTMENT:		397,150	450,163
PARKS & CEMETERY DEPARTMENT			
10-640-000	PARKS & CEMETERY DEPARTMENT	742,130	724,857
Total PARKS & CEMETERY DEPARTMENT:		742,130	724,857
GENERAL RECREATION DEPARTMENT			
10-660-000	GENERAL RECREATION DEPARTMENT	352,476	358,387
Total GENERAL RECREATION DEPARTMENT:		352,476	358,387
MISCELLANEOUS			
10-670-000	MISCELLANEOUS	1,414,636	912,786
Total MISCELLANEOUS:		1,414,636	912,786
GENERAL FUND Revenue Total:		8,158,728	7,855,621
GENERAL FUND Expenditure Total:		7,943,191	7,855,621
Net Total GENERAL FUND:		215,537	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
FARMINGTON RDA FUND			
TAXES			
20-310-000	TAXES	303,000	310,000
	Total TAXES:	303,000	310,000
INTEREST			
20-360-000	INTEREST	3,000	3,000
	Total INTEREST:	3,000	3,000
LOAN & BOND PROCEEDS			
20-380-000	LOAN & BOND PROCEEDS	.00	.00
	Total LOAN & BOND PROCEEDS:	.00	.00
FUND BALANCE APPROPRIATION			
20-399-000	FUND BALANCE APPROPRIATION	.00	.00
	Total FUND BALANCE APPROPRIATION:	.00	.00
EXPENDITURES			
20-400-000	EXPENDITURES	11,100	11,100
	Total EXPENDITURES:	11,100	11,100
NON-ADMINISTRATIVE EXPENSES			
20-401-000	NON-ADMINISTRATIVE EXPENSES	312,563	297,660
	Total NON-ADMINISTRATIVE EXPENSES:	312,563	297,660
CAPITAL PROJECTS			
20-470-000	CAPITAL PROJECTS	60,000	.00
	Total CAPITAL PROJECTS:	60,000	.00
FUND BALANCE INCREASE			
20-999-000	FUND BALANCE INCREASE	.00	4,240
	Total FUND BALANCE INCREASE:	.00	4,240
	FARMINGTON RDA FUND Revenue Total:	306,000	313,000
	FARMINGTON RDA FUND Expenditure Total:	383,663	313,000
	Net Total FARMINGTON RDA FUND:	77,663-	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
FARMINGTON STATION PARK RDA			
TAXES			
22-310-000	TAXES	699,000	1,000,000
	Total TAXES:	699,000	1,000,000
INTEREST			
22-360-000	INTEREST	1,000	1,000
	Total INTEREST:	1,000	1,000
LOAN & BOND PROCEEDS			
22-380-000	LOAN & BOND PROCEEDS	.00	.00
	Total LOAN & BOND PROCEEDS:	.00	.00
CONTRIBUTIONS & TRANSFERS			
22-390-000	CONTRIBUTIONS & TRANSFERS	3,000	.00
	Total CONTRIBUTIONS & TRANSFERS:	3,000	.00
EXPENDITURES			
22-400-000	EXPENDITURES	12,800	12,800
	Total EXPENDITURES:	12,800	12,800
NON-ADMINISTRATIVE EXPENSES			
22-401-000	NON-ADMINISTRATIVE EXPENSES	500,000	.00
	Total NON-ADMINISTRATIVE EXPENSES:	500,000	.00
CAPITAL PROJECTS			
22-470-000	CAPITAL PROJECTS	161,000	900,000
	Total CAPITAL PROJECTS:	161,000	900,000
FUND BALANCE INCREASE			
22-999-000	FUND BALANCE INCREASE	.00	88,200
	Total FUND BALANCE INCREASE:	.00	88,200
FARMINGTON STATION PARK RDA Revenue Total:		703,000	1,001,000
FARMINGTON STATION PARK RDA Expenditure Total:		673,800	1,001,000
Net Total FARMINGTON STATION PARK RDA :		29,200	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
POLICE SALES TAX BOND 2009			
INTEREST			
31-360-000	INTEREST	600	500
	Total INTEREST:	600	500
CONTRIBUTIONS & TRANSFERS			
31-390-000	CONTRIBUTIONS & TRANSFERS	103,000	50,000
	Total CONTRIBUTIONS & TRANSFERS:	103,000	50,000
FUND BALANCE APPROPRIATION			
31-399-000	FUND BALANCE APPROPRIATION	.00	25,700
	Total FUND BALANCE APPROPRIATION:	.00	25,700
EXPENDITURES			
31-400-000	EXPENDITURES	75,764	76,200
	Total EXPENDITURES:	75,764	76,200
FUND BALANCE INCREASE			
31-999-000	FUND BALANCE INCREASE	.00	.00
	Total FUND BALANCE INCREASE:	.00	.00
	POLICE SALES TAX BOND 2009 Revenue Total:	103,600	76,200
	POLICE SALES TAX BOND 2009 Expenditure Total:	75,764	76,200
	Net Total POLICE SALES TAX BOND 2009:	27,836	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
SALES TAX REVENUE BOND - 2005			
INTEREST			
32-360-000	INTEREST	100	100
	Total INTEREST:	100	100
CONTRIBUTIONS & TRANSFERS			
32-390-000	CONTRIBUTIONS & TRANSFERS	110,000	96,776
	Total CONTRIBUTIONS & TRANSFERS:	110,000	96,776
FUND BALANCE APPROPRIATION			
32-399-000	FUND BALANCE APPROPRIATION	.00	13,299
	Total FUND BALANCE APPROPRIATION:	.00	13,299
EXPENDITURES			
32-400-000	EXPENDITURES	110,061	110,175
	Total EXPENDITURES:	110,061	110,175
FUND BALANCE INCREASE			
32-999-000	FUND BALANCE INCREASE	39	.00
	Total FUND BALANCE INCREASE:	39	.00
SALES TAX REVENUE BOND - 2005 Revenue Total:		110,100	110,175
SALES TAX REVENUE BOND - 2005 Expenditure Total:		110,100	110,175
Net Total SALES TAX REVENUE BOND - 2005 :		.00	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
G.O. BOND 2003 PARK/ L.S.			
TAXES			
33-310-000	TAXES	192,500	214,700
	Total TAXES:	192,500	214,700
INTEREST			
33-360-000	INTEREST	200	200
	Total INTEREST:	200	200
FUND BALANCE APPROPRIATION			
33-399-000	FUND BALANCE APPROPRIATION	.00	10,000
	Total FUND BALANCE APPROPRIATION:	.00	10,000
EXPENDITURES			
33-400-000	EXPENDITURES	216,745	224,900
	Total EXPENDITURES:	216,745	224,900
	G.O. BOND 2003 PARK/ L.S. Revenue Total:	192,700	224,900
	G.O. BOND 2003 PARK/ L.S. Expenditure Total:	216,745	224,900
	Net Total G.O. BOND 2003 PARK/ L.S.:	24,045-	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
2007, 2009 BLDGS G.O. BOND			
TAXES			
34-310-000	TAXES	437,000	409,000
	Total TAXES:	437,000	409,000
INTEREST			
34-360-000	INTEREST	200	200
	Total INTEREST:	200	200
FUND BALANCE APPROPRIATION			
34-399-000	FUND BALANCE APPROPRIATION	.00	.00
	Total FUND BALANCE APPROPRIATION:	.00	.00
EXPENDITURES			
34-400-000	EXPENDITURES	401,253	407,635
	Total EXPENDITURES:	401,253	407,635
FUND BALANCE INCREASE			
34-999-000	FUND BALANCE INCREASE	.00	1,565
	Total FUND BALANCE INCREASE:	.00	1,565
	2007, 2009 BLDGS G.O. BOND Revenue Total:	437,200	409,200
	2007, 2009 BLDGS G.O. BOND Expenditure Total:	401,253	409,200
	Net Total 2007, 2009 BLDGS G.O. BOND :	35,947	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
GOVT BUILDINGS IMPROV/OTHER			
GRANTS			
37-330-000	GRANTS	600	.00
	Total GRANTS:	600	.00
IMPACT FEES			
37-351-000	IMPACT FEES	102,175	54,794
	Total IMPACT FEES:	102,175	54,794
INTEREST			
37-360-000	INTEREST	1,300	1,300
	Total INTEREST:	1,300	1,300
MISCELLANEOUS REVENUE			
37-361-000	MISCELLANEOUS REVENUE	30,720	30,720
	Total MISCELLANEOUS REVENUE:	30,720	30,720
CONTRIBUTIONS & TRANSFERS			
37-390-000	CONTRIBUTIONS & TRANSFERS	21,551	19,900
	Total CONTRIBUTIONS & TRANSFERS:	21,551	19,900
FUND BALANCE APPROPRIATION			
37-399-000	FUND BALANCE APPROPRIATION	.00	.00
	Total FUND BALANCE APPROPRIATION:	.00	.00
EXPENDITURES			
37-400-000	EXPENDITURES	103,000	50,000
	Total EXPENDITURES:	103,000	50,000
PUBLIC WORKS/SHOP			
37-621-000	PUBLIC WORKS/SHOP	48,871	48,071
	Total PUBLIC WORKS/SHOP:	48,871	48,071
HISTORIC TITHING OFFICE			
37-622-000	HISTORIC TITHING OFFICE	350	.00
	Total HISTORIC TITHING OFFICE:	350	.00
STUDIES/REPORTS			
37-624-000	STUDIES/REPORTS	3,000	3,000
	Total STUDIES/REPORTS:	3,000	3,000
HISTORIC PRESERVATION COSTS			
37-628-000	HISTORIC PRESERVATION COSTS	3,000	.00

Account Number	Account Title	2012-13	2013-14
		Modified Budget	Recommend Budget
	Total HISTORIC PRESERVATION COSTS:	3,000	.00
	FUND BALANCE INCREASE		
37-999-000	FUND BALANCE INCREASE	.00	5,643
	Total FUND BALANCE INCREASE:	.00	5,643
	GOVT BUILDINGS IMPROV/OTHER Revenue Total:	156,346	106,714
	GOVT BUILDINGS IMPROV/OTHER Expenditure Total:	158,221	106,714
	Net Total GOVT BUILDINGS IMPROV/OTHER:	1,875-	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
CAPITAL STREET IMPROVEMENTS			
IMPACT FEES			
38-351-000	IMPACT FEES	410,000	336,040
	Total IMPACT FEES:	410,000	336,040
INTEREST			
38-360-000	INTEREST	5,000	5,000
	Total INTEREST:	5,000	5,000
CONTRIBUTIONS & TRANSFERS			
38-390-000	CONTRIBUTIONS & TRANSFERS	510,800	525,000
	Total CONTRIBUTIONS & TRANSFERS:	510,800	525,000
EXPENDITURES			
38-400-000	EXPENDITURES	179,769	141,776
	Total EXPENDITURES:	179,769	141,776
MAJOR PROJECTS			
38-600-000	MAJOR PROJECTS	80,350	237,842
	Total MAJOR PROJECTS:	80,350	237,842
RESTRICTED - CLASS C			
38-650-000	RESTRICTED - CLASS C	492,510	334,131
	Total RESTRICTED - CLASS C:	492,510	334,131
IMPACT FEE PROJECTS			
38-720-000	IMPACT FEE PROJECTS	588,000	150,000
	Total IMPACT FEE PROJECTS:	588,000	150,000
FUND BALANCE INCREASE			
38-999-000	FUND BALANCE INCREASE	.00	2,291
	Total FUND BALANCE INCREASE:	.00	2,291
	CAPITAL STREET IMPROVEMENTS Revenue Total:	925,800	866,040
	CAPITAL STREET IMPROVEMENTS Expenditure Total:	1,340,629	866,040
	Net Total CAPITAL STREET IMPROVEMENTS:	414,829-	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
CAPITAL EQUIPMENT FUND			
INTEREST			
39-360-000	INTEREST	260	200
	Total INTEREST:	260	200
LOAN & BOND PROCEEDS			
39-380-000	LOAN & BOND PROCEEDS	100,000	.00
	Total LOAN & BOND PROCEEDS:	100,000	.00
CONTRIBUTIONS & TRANSFERS			
39-390-000	CONTRIBUTIONS & TRANSFERS	309,090	315,786
	Total CONTRIBUTIONS & TRANSFERS:	309,090	315,786
ADMINISTRATIVE EXPENDITURES			
39-661-000	ADMINISTRATIVE EXPENDITURES	10,802	60,786
	Total ADMINISTRATIVE EXPENDITURES:	10,802	60,786
POLICE EXPENDITURES			
39-662-000	POLICE EXPENDITURES	98,000	97,350
	Total POLICE EXPENDITURES:	98,000	97,350
FIRE EXPENDITURES			
39-664-000	FIRE EXPENDITURES	325,000	53,000
	Total FIRE EXPENDITURES:	325,000	53,000
PUBLIC WORKS EXPENDITURES			
39-665-000	PUBLIC WORKS EXPENDITURES	104,500	90,000
	Total PUBLIC WORKS EXPENDITURES:	104,500	90,000
PUBLIC WORKS - CLASS C EXPEND.			
39-666-000	PUBLIC WORKS - CLASS C EXPEND.	8,500	.00
	Total PUBLIC WORKS - CLASS C EXPEND.:	8,500	.00
FUND BALANCE INCREASE			
39-999-000	FUND BALANCE INCREASE	.00	14,850
	Total FUND BALANCE INCREASE:	.00	14,850
	CAPITAL EQUIPMENT FUND Revenue Total:	409,350	315,986
	CAPITAL EQUIPMENT FUND Expenditure Total:	546,802	315,986
	Net Total CAPITAL EQUIPMENT FUND:	137,452-	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
PARK IMPROVEMENT FUND			
IMPACT FEES			
42-351-000	IMPACT FEES	199,500	136,500
	Total IMPACT FEES:	199,500	136,500
INTEREST			
42-360-000	INTEREST	6,000	6,000
	Total INTEREST:	6,000	6,000
MISCELLANEOUS REVENUE			
42-361-000	MISCELLANEOUS REVENUE	9,000	9,000
	Total MISCELLANEOUS REVENUE:	9,000	9,000
CONTRIBUTIONS & TRANSFERS			
42-390-000	CONTRIBUTIONS & TRANSFERS	851,995	25,500
	Total CONTRIBUTIONS & TRANSFERS:	851,995	25,500
EXPENDITURES			
42-400-000	EXPENDITURES	5,000	5,000
	Total EXPENDITURES:	5,000	5,000
LOANS & TRANSFERS			
42-405-000	LOANS & TRANSFERS	.00	.00
	Total LOANS & TRANSFERS:	.00	.00
FESTIVAL BOARD ENHANCEMENTS			
42-710-000	FESTIVAL BOARD ENHANCEMENTS	2,000	2,000
	Total FESTIVAL BOARD ENHANCEMENTS:	2,000	2,000
CHERRY HILL NEIGHBORHOOD PARK			
42-890-000	CHERRY HILL NEIGHBORHOOD PARK	2,000	2,000
	Total CHERRY HILL NEIGHBORHOOD PARK:	2,000	2,000
MISCELLANEOUS TRAILS			
42-896-000	MISCELLANEOUS TRAILS	107,500	41,000
	Total MISCELLANEOUS TRAILS:	107,500	41,000
SHEPARD PARK			
42-900-000	SHEPARD PARK	.00	.00
	Total SHEPARD PARK:	.00	.00
WEST FARMINGTON PARK			
42-980-000	WEST FARMINGTON PARK	14,616	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
	Total WEST FARMINGTON PARK:	14,616	.00
SPRING CREEK PARK			
42-982-000	SPRING CREEK PARK	66,000	.00
	Total SPRING CREEK PARK:	66,000	.00
FUND BALANCE INCREASE			
42-999-000	FUND BALANCE INCREASE	.00	127,000
	Total FUND BALANCE INCREASE:	.00	127,000
	PARK IMPROVEMENT FUND Revenue Total:	1,066,495	177,000
	PARK IMPROVEMENT FUND Expenditure Total:	197,116	177,000
	Net Total PARK IMPROVEMENT FUND:	869,379	.00

		2012-13	2013-14
Account Number	Account Title	Modified Budget	Recommend Budget
CAPITAL FIRE FUND			
IMPACT FEES			
43-351-000	IMPACT FEES	225,980	72,316
Total IMPACT FEES:		225,980	72,316
INTEREST			
43-360-000	INTEREST	3,000	3,500
Total INTEREST:		3,000	3,500
FUND BALANCE INCREASE			
43-999-000	FUND BALANCE INCREASE	.00	75,816
Total FUND BALANCE INCREASE:		.00	75,816
CAPITAL FIRE FUND Revenue Total:		228,980	75,816
CAPITAL FIRE FUND Expenditure Total:		.00	75,816
Net Total CAPITAL FIRE FUND:		228,980	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
CEMETERY PERPETUAL FUND			
REVENUE			
48-305-000	REVENUE	9,000	9,000
Total REVENUE:		9,000	9,000
INTEREST			
48-360-000	INTEREST	1,200	1,200
Total INTEREST:		1,200	1,200
EXPENDITURES			
48-400-000	EXPENDITURES	1,200	1,200
Total EXPENDITURES:		1,200	1,200
FUND BALANCE INCREASE			
48-999-000	FUND BALANCE INCREASE	9,000	9,000
Total FUND BALANCE INCREASE:		9,000	9,000
CEMETERY PERPETUAL FUND Revenue Total:		10,200	10,200
CEMETERY PERPETUAL FUND Expenditure Total:		10,200	10,200
Net Total CEMETERY PERPETUAL FUND:		.00	.00

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
WATER FUND			
IMPACT FEES			
51-351-000	IMPACT FEES	305,000	236,744
	Total IMPACT FEES:	305,000	236,744
INTEREST			
51-360-000	INTEREST	14,000	14,000
	Total INTEREST:	14,000	14,000
MISCELLANEOUS REVENUE			
51-361-000	MISCELLANEOUS REVENUE	30,000	16,000
	Total MISCELLANEOUS REVENUE:	30,000	16,000
ENTERPRISE REVENUE			
51-370-000	ENTERPRISE REVENUE	1,763,000	1,815,000
	Total ENTERPRISE REVENUE:	1,763,000	1,815,000
EXPENDITURES			
51-400-000	EXPENDITURES	1,651,784	1,731,647
	Total EXPENDITURES:	1,651,784	1,731,647
NON-OPERATING EXPENDITURES			
51-402-000	NON-OPERATING EXPENDITURES	128,500	194,125
	Total NON-OPERATING EXPENDITURES:	128,500	194,125
MISC. OPERATION CAPITAL PROJ.			
51-700-000	MISC. OPERATION CAPITAL PROJ.	.00	1,092,000
	Total MISC. OPERATION CAPITAL PROJ.:	.00	1,092,000
WELL IMPROVEMENTS			
51-760-000	WELL IMPROVEMENTS	900,000	.00
	Total WELL IMPROVEMENTS:	900,000	.00
RESERVOIRS			
51-770-000	RESERVOIRS	50,000	1,100,000
	Total RESERVOIRS:	50,000	1,100,000
TANSMISSION LINES			
51-790-000	TANSMISSION LINES	10,000	.00
	Total TANSMISSION LINES:	10,000	.00
	WATER FUND Revenue Total:	2,112,000	2,081,744
	WATER FUND Expenditure Total:	2,740,284	4,117,772

Account Number	Account Title	2012-13	2013-14
		Modified Budget	Recommend Budget
Net Total WATER FUND:		628,284-	2,036,028-

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
SEWER FUND			
C.D.S.D. FEES			
52-352-000	C.D.S.D. FEES	.00	.00
	Total C.D.S.D. FEES:	.00	.00
INTEREST			
52-360-000	INTEREST	2,500	2,500
	Total INTEREST:	2,500	2,500
ENTERPRISE REVENUE			
52-370-000	ENTERPRISE REVENUE	1,367,000	1,382,000
	Total ENTERPRISE REVENUE:	1,367,000	1,382,000
EXPENDITURES			
52-400-000	EXPENDITURES	1,344,290	1,347,888
	Total EXPENDITURES:	1,344,290	1,347,888
	SEWER FUND Revenue Total:	1,369,500	1,304,500
	SEWER FUND Expenditure Total:	1,344,290	1,347,888
	Net Total SEWER FUND:	25,210	36,612

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
GARBAGE FUND			
INTEREST			
53-360-000	INTEREST	2,500	2,500
	Total INTEREST:	2,500	2,500
ENTERPRISE REVENUE			
53-370-000	ENTERPRISE REVENUE	1,160,000	1,170,000
	Total ENTERPRISE REVENUE:	1,160,000	1,170,000
EXPENDITURES			
53-400-000	EXPENDITURES	1,135,197	1,155,832
	Total EXPENDITURES:	1,135,197	1,155,832
NON-OPERATING EXPENDITURES			
53-402-000	NON-OPERATING EXPENDITURES	88,720	100,300
	Total NON-OPERATING EXPENDITURES:	88,720	100,300
	GARBAGE FUND Revenue Total:	1,162,500	1,172,500
	GARBAGE FUND Expenditure Total:	1,223,917	1,256,132
	Net Total GARBAGE FUND:	61,417-	83,632-

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
STORM WATER UTILITY FUND			
IMPACT FEES			
54-351-000	IMPACT FEES	180,000	81,746
	Total IMPACT FEES:	180,000	81,746
INTEREST			
54-360-000	INTEREST	9,700	9,200
	Total INTEREST:	9,700	9,200
ENTERPRISE REVENUE			
54-370-000	ENTERPRISE REVENUE	700,000	695,000
	Total ENTERPRISE REVENUE:	700,000	695,000
CONTRIBUTIONS & TRANSFERS			
54-390-000	CONTRIBUTIONS & TRANSFERS	10,000	.00
	Total CONTRIBUTIONS & TRANSFERS:	10,000	.00
EXPENDITURES			
54-400-000	EXPENDITURES	572,146	663,862
	Total EXPENDITURES:	572,146	663,862
NON-OPERATING EXPENDITURES			
54-402-000	NON-OPERATING EXPENDITURES	203,000	514,500
	Total NON-OPERATING EXPENDITURES:	203,000	514,500
LOANS & TRANSFERS			
54-405-000	LOANS & TRANSFERS	5,000	.00
	Total LOANS & TRANSFERS:	5,000	.00
IMPACT FEE PROJECTS			
54-701-000	IMPACT FEE PROJECTS	74,000	625,000
	Total IMPACT FEE PROJECTS:	74,000	625,000
	STORM WATER UTILITY FUND Revenue Total:	899,700	785,946
	STORM WATER UTILITY FUND Expenditure Total:	854,146	1,803,362
	Net Total STORM WATER UTILITY FUND:	45,554	1,017,416-

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
AMBULANCE SERVICE			
GRANTS			
55-330-000	GRANTS	2,000	2,000
	Total GRANTS:	2,000	2,000
INTEREST			
55-360-000	INTEREST	1,500	1,500
	Total INTEREST:	1,500	1,500
ENTERPRISE REVENUE			
55-370-000	ENTERPRISE REVENUE	404,000	403,500
	Total ENTERPRISE REVENUE:	404,000	403,500
MISCELLANEOUS REVENUE			
55-375-000	MISCELLANEOUS REVENUE	148,000-	148,000-
	Total MISCELLANEOUS REVENUE:	148,000-	148,000-
EXPENDITURES			
55-400-000	EXPENDITURES	333,700	336,200
	Total EXPENDITURES:	333,700	336,200
NON-OPERATING EXPENDITURES			
55-402-000	NON-OPERATING EXPENDITURES	20,500	18,000
	Total NON-OPERATING EXPENDITURES:	20,500	18,000
	AMBULANCE SERVICE Revenue Total:	259,500	259,000
	AMBULANCE SERVICE Expenditure Total:	354,200	354,200
	Net Total AMBULANCE SERVICE:	94,700-	95,200-

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
RECREATION FUND			
GENERAL ADMINISTRATION REVENUE			
60-362-000	GENERAL ADMINISTRATION REVENUE	351,576	358,287
	Total GENERAL ADMINISTRATION REVENUE:	351,576	358,287
SOCCER REVENUE			
60-363-000	SOCCER REVENUE	52,500	58,500
	Total SOCCER REVENUE:	52,500	58,500
LITTLE LEAGUE FOOTBALL REVENUE			
60-365-000	LITTLE LEAGUE FOOTBALL REVENUE	35,300	34,450
	Total LITTLE LEAGUE FOOTBALL REVENUE:	35,300	34,450
YOUTH BASKETBALL REVENUE			
60-366-000	YOUTH BASKETBALL REVENUE	48,400	54,000
	Total YOUTH BASKETBALL REVENUE:	48,400	54,000
MISCELLANEOUS PROGRAMS REVENUE			
60-367-000	MISCELLANEOUS PROGRAMS REVENUE	21,770	33,620
	Total MISCELLANEOUS PROGRAMS REVENUE:	21,770	33,620
TENNIS REVENUE			
60-368-000	TENNIS REVENUE	6,000	11,500
	Total TENNIS REVENUE:	6,000	11,500
SWIMMING POOL REVENUE			
60-389-000	SWIMMING POOL REVENUE	172,200	232,200
	Total SWIMMING POOL REVENUE:	172,200	232,200
GENERAL ADMIN. EXPENDITURES			
60-810-000	GENERAL ADMIN. EXPENDITURES	358,076	371,135
	Total GENERAL ADMIN. EXPENDITURES:	358,076	371,135
SOCCER EXPENDITURES			
60-820-000	SOCCER EXPENDITURES	44,850	49,300
	Total SOCCER EXPENDITURES:	44,850	49,300
FOOTBALL EXPENDITURES			
60-860-000	FOOTBALL EXPENDITURES	27,030	27,910
	Total FOOTBALL EXPENDITURES:	27,030	27,910
YOUTH BASKETBALL EXPENDITURES			
60-870-000	YOUTH BASKETBALL EXPENDITURES	43,000	48,050

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
Total YOUTH BASKETBALL EXPENDITURES:		43,000	48,050
MISC. PROGRAMS EXPENDITURES			
60-880-000	MISC. PROGRAMS EXPENDITURES	18,800	30,800
Total MISC. PROGRAMS EXPENDITURES:		18,800	30,800
TENNIS EXPENDITURES			
60-890-000	TENNIS EXPENDITURES	3,500	10,500
Total TENNIS EXPENDITURES:		3,500	10,500
SWIMMING POOL EXPENDITURES			
60-894-000	SWIMMING POOL EXPENDITURES	189,000	242,615
Total SWIMMING POOL EXPENDITURES:		189,000	242,615
RECREATION FUND Revenue Total:		687,746	782,557
RECREATION FUND Expenditure Total:		684,256	780,310
Net Total RECREATION FUND:		3,490	2,247

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
SPECIAL EVENTS FUND			
INTEREST			
67-360-000	INTEREST	400	300
	Total INTEREST:	400	300
FESTIVAL DAYS REVENUES			
67-371-000	FESTIVAL DAYS REVENUES	40,645	40,500
	Total FESTIVAL DAYS REVENUES:	40,645	40,500
SCHOLARSHIP PAGEANT REVENUES			
67-373-000	SCHOLARSHIP PAGEANT REVENUES	9,520	9,450
	Total SCHOLARSHIP PAGEANT REVENUES:	9,520	9,450
PERFORMING ARTS REVENUES			
67-374-000	PERFORMING ARTS REVENUES	40,060	27,600
	Total PERFORMING ARTS REVENUES:	40,060	27,600
FESTIVAL DAYS EXPENDITURES			
67-450-000	FESTIVAL DAYS EXPENDITURES	42,230	41,450
	Total FESTIVAL DAYS EXPENDITURES:	42,230	41,450
SCHOLARSHIP PAGEANT EXPEND.			
67-453-000	SCHOLARSHIP PAGEANT EXPEND.	10,750	10,750
	Total SCHOLARSHIP PAGEANT EXPEND.:	10,750	10,750
PERFORMING ARTS EXPENDITURES			
67-454-000	PERFORMING ARTS EXPENDITURES	28,850	28,350
	Total PERFORMING ARTS EXPENDITURES:	28,850	28,350
	SPECIAL EVENTS FUND Revenue Total:	90,625	77,850
	SPECIAL EVENTS FUND Expenditure Total:	81,830	80,550
	Net Total SPECIAL EVENTS FUND:	8,795	2,700-

Account Number	Account Title	2012-13 Modified Budget	2013-14 Recommend Budget
SPECIAL IMPROVE DIST 2003-1			
INTEREST			
83-360-000	INTEREST	300	300
	Total INTEREST:	300	300
SID REVENUE			
83-381-000	SID REVENUE	24,800	18,500
	Total SID REVENUE:	24,800	18,500
FUND BALANCE APPROPRIATION			
83-399-000	FUND BALANCE APPROPRIATION	.00	21,200
	Total FUND BALANCE APPROPRIATION:	.00	21,200
EXPENDITURES			
83-400-000	EXPENDITURES	40,852	40,000
	Total EXPENDITURES:	40,852	40,000
	SPECIAL IMPROVE DIST 2003-1 Revenue Total:	25,100	40,000
	SPECIAL IMPROVE DIST 2003-1 Expenditure Total:	40,852	40,000
	Net Total SPECIAL IMPROVE DIST 2003-1 :	15,752-	.00
	Net Grand Totals:	33,911	3,196,117-

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

S U B J E C T: URPA Recognition

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Kim Olsen, Executive Director of Utah Recreation and Parks Association (URPA) will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

SUBJECT: City Manager Report

1. Police and Fire Monthly Reports for March
2. All Vote by Mail Election
3. Soccer/Baseball Revenue
4. Regulating Plan Update

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

[illegible][illegible][illegible][illegible][illegible]



Farmington City Police Department 2013 - Summary Cont.

Average		Total
Cases	121.67	365

Reports	Officer	46.67
	Crime	58.67
	Accident	16.67
	Supp	24.67

Citations	Total	102.00
	Traffic	49.00
	Parking	20.33
	Other	32.67

Activities	2076.67	6230
------------	---------	------

Investigations	Working	31.67
	# Reports	24.67

74



Farmington City Fire Department

Monthly Activity Report



March 2013



Emergency Services

Fire / Rescue Related Calls:

25

All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls:

29 / Transported 15 (52%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff:

2

Urgent EMS Related Response Times (AVG):

4.1 Minutes

GOAL 4 minutes or less (+.1min.)

Urgent Fire Related Response Times (AVG):

9.2 Minutes

GOAL 4 minutes or less (+ 5.2 min.)

Department Man-Hours (based on the following 28-day pay periods March 8th & March 22nd 2013)

Part-Time Shift Staffing: **1350** **Budgeted 1344** **Variance +6**

Part-Time Secretary: **80** **Budgeted 80** **Variance +0**

Part-Time Fire Marshal: **40** **Budgeted 60** **Variance - 20**

Full-Time Captain: **160** **Budgeted 160** **Variance / Overtime + 0**

Full-Time Fire Chief: **N/A** **Salary Exempt**

Training & Drills: **139**

Emergency Callbacks: **217** **FIRE 95 Hrs / EMS 122 Hrs**

Special Event Hours: **0** **(YTD:) 109**

Total Staffing Hours: **1,986** **(YTD:) 6,009**

Monthly Revenues & Grant Activity YTD

Ambulance:

Prev. Month

Calendar Year

FY 2013

Ambulance Services Billed (previous month):

\$ 30,951.75

\$115,433.71 YTD

308,749.75

Ambulance Billing Collected (previous month):

\$ 21,279.67

\$57,066.70 YTD

\$177,868.36

Variances:

-\$9,672.08

-\$58,367.01 YTD

-\$130,881.39

Grants / Assistance / Donations:

Grants Applied For: **Citizen Corps**

\$ 400

\$6,570 YTD

Grants Received:

\$ 0

\$111,010 YTD

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2–NO DRILL – Captain TESTING	60	Avg. Wednesday Night Drill Attendance
Drill #3– EMS – Dr. Fredrickson - Pharmacology	60	by FFD Personnel This Month: 22
Drill #4– HAZ-MAT – Operations & Decon		
Other:		

Total Training / Actual Attended Man-Hours:	139	4,663 YTD
---	-----	-----------

Fire Prevention & Inspection Activities

Business Inspections:	0
Fire Plan Reviews & Related:	9
Station Tours & Public Ed Sessions:	9

Health, Wellness & Safety Activities

Reportable Injuries:	1	1 YTD
Physical Fitness / Gym Membership Participation %	38%	
Chaplaincy Events:	2	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	1 YTD
---	---	-------

Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub. Ed.

Non-Active FFD Committees: Haz-Mat Apparatus & Equipment, Building & Facilities.

Additional Narrative:

March call volumes came in slightly lower than February. Delivery of services (response times) remained close to the same - EMS calls 4. 1 minute avg. and FIRE calls 9.2 minute avg. Two calls (4%) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD filled all shift hours for staffing (only 42 Hrs short YTD). Ambulance transport percentages remained the same (52% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. The Chief is initiating an internal audit of ambulance billing practices – primary focus on internal documentation and paperwork processing to ensure correct items are being billed during transports. March training focused on ICE Rescue Equipment Introduction, Pharmacology with Dr. Fredrickson, Hazardous Materials Equipment Review. FFD has received grant funding for Wildland certification Training through UFRA that should be completed in April – This will bring our department up to 100% Wildland certifications. FFD is scheduled to start formal Safety Inspections in Lagoon early April and is in the process of planning various training activities with Lagoon and Davis County Search & Rescue Team to include: Rapid Water Rescue, Extrication, High Angle-Rescue and Communications training with Lagoons in-house dispatch center. FFD is preparing its wildland apparatus for what is being predicted as a very busy fire season. FFD completed the Captain testing process for an additional F/T Captain. Final placement to be announced and awarded in April. As stated in February's report, this brings us one step closer to supporting three-shifts with one full-time person, thus allowing us to respond to fire related calls within 120 seconds – achieve 4 minute response times!

Please feel free to contact myself at your convenience for question, comments or concerns:

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

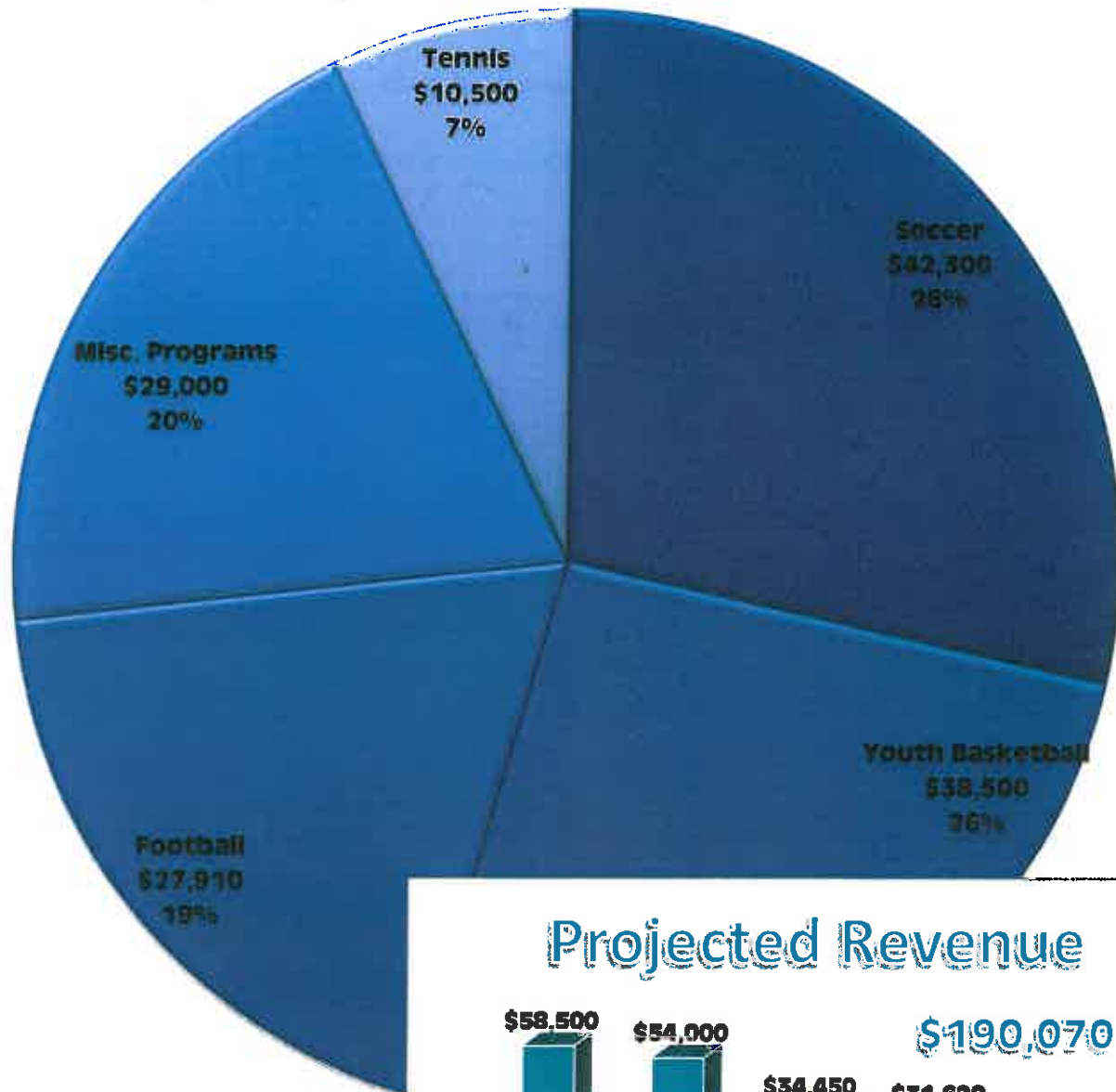
Respectfully,

Guido Smith
Fire Chief

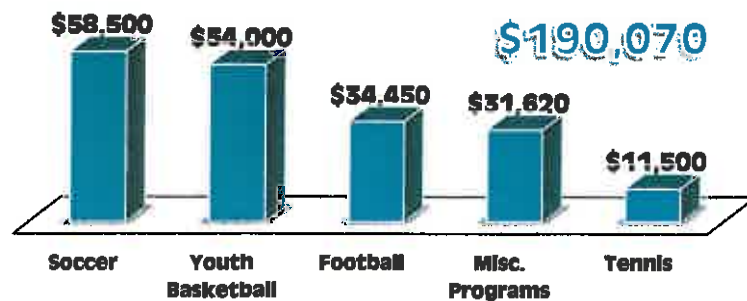
Recreation

Projected Expenditures

\$148,210



Projected Revenue



CITY COUNCIL AGENDA

For Council Meeting:
May 7, 2013

SUBJECT: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.